

This instrument prepared by
JEROME K. LANNING
1212 BANK FOR SAVINGS BLDG.
BIRMINGHAM, ALABAMA 35203

ARTICLES OF INCORPORATION
OF
BROOKWOOD GREEN CONDOMINIUM

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ARTICLES OF INCORPORATION OF
BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC.

TO THE JUDGE OF PROBATE OF JEFFERSON COUNTY, ALABAMA:

The undersigned, Floyd B. Berman, Shulamith Berman and Sol Berman, each of whom is over the age of twenty-one (21) years, desiring to organize a not-for-profit corporation under the provisions of the Alabama Nonprofit Corporation Act, §§ 10-3-1 et seq., Code of Alabama 1975, as amended, hereby sign, verify and file these Articles of Incorporation. The terms used herein shall have the same meaning attributed to them in the Declaration of Condominium of Brookwood Green Condominiums filed in the Office of the Judge of Probate of Jefferson County, Alabama, at Real Volume 1853, Page 809 et seq. (hereinafter referred to as the Declaration), and in the Condominium Ownership Act of Alabama, §§ 35-8-1 et seq., Code of Alabama, 1975, as amended (hereinafter referred to as the Act).

ARTICLE I

Name

The name of the corporation shall be:

Brookwood Green Condominium Association, Inc.

The corporation is herein referred to as the "Association."

ARTICLE II

Purpose and Powers

Section 2.1 Purpose. The purpose for which the Association is formed is to provide an entity for the management and operation of Brookwood Green Condominium (hereinafter referred to as "the Condominium") established on certain real estate in Section 22, Township 18 South, Range 2 West in Jefferson County, Alabama, which said real estate is more particularly described in Exhibit A hereto, which real estate is to be submitted to the condominium form of ownership by the Declaration; to perform and carry out the acts and duties incident to the administration, operations and management of the Condominium in accordance with the terms, provisions and conditions contained in these Articles and in the Declaration, and in any amendments thereto; and to own, operate, lease, sell, trade or

otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

Section 2.2 Powers. In furtherance of the aforesaid purposes, the Association shall have and exercise all of the powers of a not-for-profit corporation organized and existing under the laws of the State of Alabama, and all the powers now or hereafter granted to condominium associations under the Act, as the same may be hereafter amended or supplemented, and all the powers reasonably necessary to implement the purposes of the Association, which powers shall include, but are not limited to, the power:

2.2.1 To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules And Regulations governing the administration, management and use of the Condominium Property;

2.2.2 To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses and Limited Common Expenses of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

2.2.3 To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents.

2.2.4 To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

2.2.5 To contract for the management of the Condominium Property and to delegate to such

agent(s) all or some of the powers, duties and responsibilities of the Association;

2.2.6 To employ personnel to perform the services required for proper operation of the Condominium;

2.2.7 To purchase and maintain all forms of insurance upon the Condominium Property for the protection of the Association and its members;

2.2.8 To reconstruct the Condominium Property after casualty or other loss;

2.2.9 To make additional improvements on and to the Condominium Property;

2.2.10 To approve or disapprove the transfer, mortgage and ownership of Units to the extent such power is granted to it under the Condominium Documents;

2.2.11 To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

2.2.12 To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage and convey the same;

2.2.13 To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

2.2.14 To make such distributions of any Common Surplus or Limited Common Surplus of the Association to the members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with all applicable provisions of the Federal Internal Revenue Code, Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for nonprofit organizations.

Section 2.3 Property. All funds and the title to all property acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accor-

dance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE III

Members

Section 3.1 Qualification. The members of the Association shall consist of all of the record owners of fee title to Units in the Condominium.

Section 3.2 Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Jefferson County, Alabama, of a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a Unit Owner and a Member of the Association. The membership of the prior Owner shall be thereby terminated.

Section 3.3 Voting Rights. The vote for a Unit shall be cast by the Owner thereof or by his proxy designated in the manner provided for in the Bylaws. If there is more than one Owner, then the Owners shall select a representative to cast their vote in the manner provided for in the Bylaws. Voting shall be on a percentage basis, in the percentage of the undivided interest of each Owner in the Common Elements of the Condominium as established by the Declaration.

Section 3.4 Approval or Disapproval by Unit Owners. Whenever the approval or disapproval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such Owner at an Association meeting.

Section 3.5 Restraint Upon Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such Member's Unit.

ARTICLE IV

Directors

Section 4.1 Number. The affairs of the Association shall be conducted by a Board consisting of five (5) persons,

who shall be Unit Owners unless otherwise provided for in the Bylaws, and who shall be elected at the annual meeting of Members of the Association, or at any special meeting to fill a vacancy in the Board; provided, however, that the initial members of the Board shall be those three (3) persons designated in Article IX hereof.

Section 4.2 Committees. The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees to assist the Board in connection with the management of the Association. The members of such committee(s) shall not be required to be members of the Board; provided, however, that no such committee shall be authorized to enter into agreements on behalf of the Association unless specifically authorized by a duly adopted resolution of the Board.

ARTICLE V

Period of Duration

The period of duration of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

ARTICLE VI

Officers

The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms not exceeding three (3) years as may be prescribed in the Bylaws. Any two (2) or more offices may be held by the same person, except the offices of president and secretary. The names and addresses of the officers who are to serve until the first election of officers are:

Floyd B. Berman - President & Treasurer
3429 Stoneridge Drive
Birmingham, Alabama 35243

Shulamith Berman - Vice President & Secretary
3429 Stoneridge Drive
Birmingham, Alabama 35243

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association and the Unit Owners against all expenses and liabilities, which they may incur by reason of being or having been an officer or director to the extent and in the manner provided for in the Bylaws.

ARTICLE VIII

Registered Agent

The address of the Association's initial registered office and the name of its initial registered agent at such office shall be:

| <u>Name</u> | <u>Address</u> |
|-----------------|--|
| Floyd B. Berman | 3429 Stoneridge Drive Birmingham, Alabama 35243 |

ARTICLE IX

Initial Directors

The names and addresses of the persons who shall serve as the directors of the Association for the first year and until their successors are elected and duly qualified are as follows:

| <u>Name</u> | <u>Address</u> |
|------------------|--|
| Floyd B. Berman | 3429 Stoneridge Drive Birmingham, Alabama 35243 |
| Shulamith Berman | 3429 Stoneridge Drive Birmingham, Alabama 35243 |
| Sol Berman | 3278 Overton Road Birmingham, Alabama 35223 |

ARTICLE XI

Amendment

These Articles may be amended by an affirmative vote of two-thirds (2/3rds) of the Members of the Association.

ARTICLE XII

Principal Place of Business

The principal place of business of the Association shall be 3255 Overton Road, Birmingham 35243, or at such other place as may be designated from time to time by the Board.

ARTICLE XIII

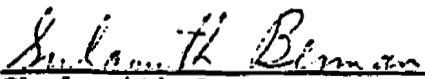
Bylaws

The Bylaws of the Association shall be in the form attached to the Declaration as Exhibit "B".

INCORPORATORS:



Floyd B. Berman



Shulamith Berman



Sol Berman

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared Floyd B. Berman, whose name is signed to the foregoing Articles of Incorporation of Brookwood Green Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief.

27 Given under my hand and official seal of office this day of November, 1979.

Thomas H. Horman
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared Shulamith Berman, whose name is signed to the foregoing Articles of Incorporation of Brookwood Green Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief.

27 Given under my hand and official seal of office this day of November, 1979.

Thomas H. Horman
Notary Public

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County and said State, personally appeared Sol Berman, whose name is signed to the foregoing Articles of Incorporation of Brookwood Green Condominium Association, Inc., and being duly sworn, deposed and said the matters and things stated in said Articles of Incorporation are true and correct to the best of his knowledge, information and belief.

27th Given under my hand and official seal of office this day of November, 1979.

Thomas A. Homan

Notary Public

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED

DEC 10 4 06 PM '79

RECORDED & _____ MISC. TAX
& \$ _____ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Arthur J. ...
JUDGE OF PROBATE

copy

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 22, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of said 1/4-1/4 section; thence in an easterly direction along the southerly line of said 1/4-1/4 section, a distance of 273.63 feet; thence 91 degrees 46 minutes left, in a northerly direction, a distance of 438.68 feet to a point on the northeasterly right of way line of Old Alabama Highway No. 91, and the Point of Beginning; thence continue northerly on last described course, a distance of 593.09 feet to a point on the southerly line of Berman's Addition to Cahaba Heights, as recorded in Map Book 82, Page 15, in the Probate Office of Jefferson County, Alabama; thence 121 degrees 06 minutes right, in a southeasterly direction, along said southerly line, a distance of 228.05 feet; thence 96 degrees 06 minutes left, in a northeasterly direction, along said southerly line, a distance of 12.00 feet; thence 42 degrees 30 minutes right, in a northeasterly direction, along said southerly line, a distance of 220.00 feet; thence 112 degrees 30 minutes right, in a southerly direction, a distance of 1021.49 feet; thence 91 degrees 46 minutes right, in a westerly direction, a distance of 119.91 feet to a point on the northeasterly right of way line of said Highway No. 91; thence in a northwesterly direction along said right of way line and a curve to the left, having a radius of 766.6 feet, a distance of 456.39 feet; thence in a northeasterly direction along a line radial to last described point, a distance of 30 feet; thence in a northwesterly direction along said right of way line and a curve to the left, having a radius of 796.6 feet, a distance of 75.82 feet to the Point of Beginning.

Subject To:

- (1) Reservations, conditions, easements, agreements, and all other provisions to be contained in or incorporated by reference in the Declaration, Articles and Bylaws of the Condominium.
- (2) Restrictions upon the use of the property of the Condominium imposed by governmental authorities having jurisdiction.
- (3) Mineral and mining rights.
- (4) Right of way granted Jefferson County by instrument recorded in Real Volume 727, Page 743, in the Probate Office of Jefferson County, Alabama.

EXHIBIT "A"

(5) Right-of-way granted Alabama Power Company recorded in Volume 2894, Page 375; Volume 2445, Page 248 and Volume 4220, Page 21 in said Probate Office.

(6) Easement and right of way for the underground transmission and distribution of electric power and for underground communication service granted Alabama Power Company by instrument recorded in Real Volume 1715, Page 32, in said Probate Office.

(7) Other easements and rights of way for utilities and service and access roads serving the property of the Condominium, whether now existing or hereafter recorded.

(8) The lien for ad valorem taxes for the current tax year.

JOHNSTON & CONWELL, L.L.C.

(A LIMITED LIABILITY COMPANY
INCLUDING PROFESSIONAL CORPORATIONS)

W. HOWARD DONOVAN, III
DIRECT DIAL (205) 414-1224

800 SHADES CREEK PARKWAY
SUITE 325
BIRMINGHAM, ALABAMA 35209-4510
TELEPHONE (205) 414-1200
FACSIMILE (205) 414-1205

January 16, 1998

Mary Carolyn G. Boothby
C & S Real Estate, Inc.
4 Office Park Circle, Suite 106
Birmingham, AL 35223

RE: Brookwood Green / Amendment to Bylaws

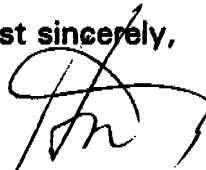
Dear Mary Carolyn:

Please find enclosed the recorded amendment to the Bylaws of Brookwood Green Condominium Association, Inc. reflecting the changes in the "voting rights" adopted at the meeting of the board held December 17th, 1997.

The existing Bylaws for the Association provide that such amendments are effective upon recordation at the Probate Office of Jefferson County, Alabama.

Also enclosed is the invoice for this work. Please place it in line for payment.

Most sincerely,



W. Howard Donovan, III
For the Firm

WHD:dd
Enclosure

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9 8 0 1 / 2 6 2 7

AMENDMENT TO THE BYLAWS OF

9 8 0 1 / 4 7 8 6

BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT TO THE BYLAWS OF BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC., an Alabama nonprofit corporation is made and entered into this 8th day of January, 1998, by Brookwood Green Condominium Association, Inc., an Alabama non-profit corporation, pursuant to and in compliance with Article X of the Bylaws:

WITNESSETH:

WHEREAS, Brookwood Green Condominium was created as a condominium under Alabama law by the filing of the Declaration of Condominium for Brookwood Green Condominium at Real Volume 1853 and page 809 in the Office of the Judge of Probate of Jefferson County, Alabama; and

WHEREAS, the initial Articles of Incorporation of Brookwood Green Condominium Association, Inc. were filed for record at Real Volume 1853 and Page 879 pursuant to the Alabama Not-For-Profit Corporation Act, Alabama Code 10-3-1 et seq. Subsequent to this filing, *Alabama Code 10-3-1 et seq.* was replaced by a new non-profit corporation statute, *Alabama Code 10-3A-1 et seq.* The Bylaws for Brookwood Green Condominium Association, Inc. were filed for record at Real Volume 1853, Page 890; and

WHEREAS, Article X of the Bylaws allow Amendments to the Bylaws upon the majority vote of the Board of Directors of the Association; and

WHEREAS, at a meeting of the Board of Directors of the Association held December 17, 1997, the Bylaws of the Association were amended to conform with the resolution which is attached hereto marked as Exhibit "A"; and

WHEREAS, the Bylaws of the Association further provide that an amendment shall be effective upon filing the same for record in the Office of the Judge of Probate of Jefferson County, Alabama.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. Amendment to Bylaws.

The By laws of the Association are deemed amended to conform with the resolution attached hereto marked as Exhibit "A". To the extent any of the Bylaws of the Association are in anyway inconsistent with the provisions of the attached exhibit "A", the same are null, void, and no further in force or effect.

2. Legal Authority.

This Amendment to the Bylaws of the Association is adopted pursuant to the authorizing provision of *Alabama Code 10-3A-28 and 10-3A-31* which permit amendments to the Bylaws changing the voting rights for non-profit corporations not inconsistent with the Articles of Incorporation.

3. The Reaffirmation of Bylaws.

The Bylaws adopted by the Association and recorded at Real Volume 1853 Page 890 remain in full force and effect , except as herein amended.

IN WITNESS WHERE OF, this Amendment to the Bylaws of Brookwood Green Condominium Association, Inc. is adopted and ordered spread upon the Probate Records of Jefferson County, Alabama all on this 8th day of January, 1998.

BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC., a non-profit corporation

By: Russell M. McKenney
Its: Secretary/Treasurer

STATE OF ALABAMA)
JEFFERSON COUNTY)

I the undersigned authority, a Notary Public in and for said County is said State, hereby certify that Russell M. McKenney whose name as Secretary of Brookwood Green Condominium Association, Inc., an Alabama Non-Profit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand seal this 8th day of January, 1998.

[NOTARIAL SEAL]

Labelle Coyne
Notary Public
My Commission Expires: 4-1-2001

INSTRUMENT PREPARED BY:
W. Howard Donovan, III, Esq.
Johnston & Conwell
800 Shades Creek Parkway
Suite 325
Birmingham, AL 35209

**RESOLUTION OF THE BOARD OF DIRECTORS OF BROOKWOOD GREEN
CONDOMINIUM ASSOCIATION, INC.**


RESOLVED, the Bylaws of the Association are amended as follows:

- (i) Only members of the Association who are in "good standing" may vote at any meeting of the members of the association;
- (ii) Only members of the Association who are in "good standing" shall be eligible for election as Officers or Directors of the Association;
- (iii) Any member who is an Officer or Director of the Association may be removed for cause during his or her term should such member fail to maintain "good standing" status with the Association.

"Good standing" for purposes of this resolution shall mean the member is (A) less than sixty(60) days in arrears in payment of all assessments (both regular and special) and (B) has not been notified of (and failed to correct) any violation of the rules and regulations of the Association by the member, the member's household, guest, or any other person residing or dwelling in the member's unit.

RESOLVED FURTHER, that the President and Vice President are authorized to do and take such other appropriate actions as may be necessary and appropriate to amend the Bylaws to reflect the adoption of this resolution and file such amendment in the office of the Judge of Probate for Jefferson County, Alabama.

I hereby certify that the above foregoing is a true and correct rendition of the resolutions adopted by the Board of Directors of the Association at its meeting held the 17th day of December, 1997.

 12-29-97
Secretary, Brookwood Green Condominium
Association, Inc., an Alabama non-profit
corporation

c:\donna\condos\resol.bgc

Exhibit "A"

State of Alabama - Jefferson County
I certify this instrument filed on:
1998 JAN 15 P.M. 12:05

Recorded and \$
and \$ 9.50
\$ Total \$ 9.50
GEORGE R. REYNOLDS, Judge of Probate



9801/4786

This instrument prepared by
JEROME K. LANNING
1212 BANK FOR SAVINGS BLDG
BIRMINGHAM, ALABAMA 35202

BYLAWS
OF
BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC.

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BYLAWS
OF
BROOKWOOD GREEN CONDOMINIUM ASSOCIATION, INC.

These Bylaws of Brookwood Green Condominium, a condominium ("Condominium") are promulgated pursuant to the Condominium Ownership Act of Alabama, §§ 35-8-1 et seq., Code of Alabama 1975, as amended ("Act") for the purposes of governing Brookwood Green Condominium Association, Inc., a not-for-profit corporation, organized under the provisions of the Alabama Nonprofit Corporation Act, §§ 10-3-1 et seq., Code of Alabama 1975, as amended, as an association of members of the Condominium ("Association").

The terms used herein shall have the same meaning attributed to them in the Declaration of Condominium of Brookwood Green Condominium filed in the Office of the Judge of Probate of Jefferson County, Alabama, at Real Volume 1853 Page 809 et seq., ("Declaration"), to which a copy of these Bylaws is made Exhibit B, and the Act. The provisions of these Bylaws are applicable to the Property of the Condominium and the use and occupancy thereof, and all easements, rights or appurtenances thereto, and all personal property now or hereafter used in connection therewith.

All present and future Owners, mortgagees, lessees and occupants of the Units in the Condominium and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration of the Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a Unit shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be 3255 Overton Road, Birmingham, Alabama 35243.

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

ARTICLE I

Membership and Membership Meetings

Section 1. Qualifications. The Members of the Association shall consist of all of the record Owners of fee title to any Unit in the Condominium.

Section 2. Change of Membership. Membership in the Association shall be established by the recording in the public records of Jefferson County, Alabama, of a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a Member of the Association. The membership of the prior Owner shall be thereby terminated.

Section 3. Voting Rights. The vote for a Unit shall be cast by the Owner thereof, or by his proxy designated in the manner hereinafter provided for. Voting shall be on a proportion basis and the number of votes to which the Owner is entitled is proportional to the undivided interest in the Common Elements of the Condominium. The number of votes to which an Owner is entitled is provided in the Declaration.

Section 4. Designation of Voting Representative. In the event a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, partnership, trust, or other legal entity, the officer or agent thereof entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the duly authorized representative of the board of directors or other governing body of such entity and filed with the secretary of the Association. If such a certificate is not filed with the secretary of the Association for a Unit owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity owning a Unit, in advance of any meeting of the membership, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is effected. A certificate designating the

person entitled to cast the vote of a Unit may be revoked by any Owner thereof. Upon the revocation of a certificate of appointment herein provided for the vote of the Unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Unit until a new certificate of appointment shall have been duly filed in the manner herein provided for.

* Section 5. Annual Meetings. Annual meetings of Members shall be held at the office of the Association, at such time and date in the month of November of each year as the Board shall designate. The annual meeting shall be held for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members.

Section 6. Special Meetings. Special meetings of the Members may be called by the Board, the president of the Association, or by Members of the Association holding twenty per cent (20%) of the votes entitled to be cast at meetings of the Members of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its Members, and taking any other action not inconsistent with these Bylaws and the Articles of Incorporation.

Section 7. Notice of Meetings. Notice of all meetings of the Members stating the date, time, place and object for which the meeting is called shall be mailed to each Member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.

Section 8. Voting in Person or by Proxy. A Member may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

Section 9. Quorum. At a meeting of Members, a quorum shall consist of persons entitled to cast a majority of the votes of the entire membership. As used in these Bylaws the term "majority" means fifty per cent (50%) of the votes in accordance with the percentages established by the Declaration of this Condominium.

Article 6

Section 10. Vote Required To Transact Business.

When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the Act, or the Condominium Documents, a different number is required, in which case the express provision shall govern and control the decision in question.

Section 11. Consents. Any action which may be taken by a vote of the Members may also be taken by written consent to such action signed by the Members required to take such action if such Members were present and voting.

Section 12. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 13. The Order Of Business. The order of business at annual meetings of Members and, as far as practical, at all other meetings shall be:

- (a) Call to order,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of notice of meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Reports of officers,
- (f) Reports of committees,
- (g) Election of directors,
- (h) Unfinished business,
- (i) New business, and
- (j) Adjournment.

ARTICLE II

Board of Directors

Section 1. Control by Developer. Subject to the specific requirements of this Section, Developer shall have the right to appoint and remove all of the directors despite any provision to the contrary contained in the Declaration, these Bylaws, or the Articles of the Association. The directors

appointed by the Developer under this Section need not be Unit Owners. The initial directors are set forth in the Articles of the Association and shall serve until their successors are elected and qualified. This right to appoint and remove directors may be relinquished voluntarily by Developer at any time, either in whole or in part, or it shall be relinquished as follows:

(a) Not later than the time thirty-two (32) Units shall have been sold the Association shall call a special meeting to be held at which the Unit Owners other than Developer shall elect one of the directors. The director so elected shall not be subject to removal by Developer acting alone.

(b) Not later than the time forty-eight (48) Units shall have been sold the Association shall call a special meeting to be held at which the Unit Owners other than Developer shall elect one additional director. The director so elected shall not be subject to removal by Developer acting alone.

(c) Upon the happening of the first of (i) the sale of seventy-two (72) Units, or (ii) November 30, 1980, the provisions of this Section 1 of Article II shall thereupon terminate, and all subsequent elections shall be held in accordance with the balance of the provisions of this Article II.

Section 2. Members. The board of directors of the Association shall consist of five (5) persons who shall be Unit Owners. Each person on the board of directors shall hold office until his successor shall be elected and qualified by the Members, including Developer so long as Developer is a Unit Owner. The word "director" as sometimes used herein shall mean a person elected to and serving on the board of directors of the Association.

Section 3. Removal. Any director may be removed for cause by the vote of the holders of a majority of the voting rights present in person or represented by written proxy at any annual or special meeting of the Members of the Association at which a quorum is present.

Section 4. Vacancies. Any vacancy occurring in the board of directors, including vacancies occurring from the removal of a director, may be filled by majority vote of the

remaining members of the board of directors at any annual or special meeting.

Section 5. Periodic Meetings. Periodic meetings of the board of directors shall be held quarterly at the office of the Association such time and date each calendar quarter as the Board shall designate. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

Section 6. Special Meetings. Special meetings of the board of directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

Section 7. Waiver of Notice. Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of such notice.

Section 8. Quorum. A quorum shall consist of the directors entitled to cast a majority of the votes of the entire board of directors. The acts of the board of directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the board of directors. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 9. Powers and Duties. The board of directors shall have the power to exercise all powers and duties of the board of directors of an Association referred to in the Act, and all powers and duties of the board of directors of a corporation organized under the Alabama Non-Profit Corporation Act, and all powers and duties of the Board referred to in the Condominium Documents, and any other powers and duties consistent with Alabama law, which powers and duties shall include, but shall not be limited to, the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided.

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

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

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

(e) To maintain, repair, replace, and operate the Condominium Property.

(f) To purchase insurance upon the Property, and insurance for the protection of the Association and its Members, and the members of the board of directors and officers of the Association.

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

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

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

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

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

(l) To retain attorneys and accountants.

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

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

(o) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members as expressed by resolution duly adopted at any annual or special meeting of the members.

Section 10. Compensation. No director shall be compensated for his services as such. This provision shall not prohibit a director from receiving compensation as an employee of the Association, nor preclude the contracting with a director for the management of the Condominium for which such director or directors may receive compensation.

Section 11. Managing Agent. The board of directors shall be authorized to employ the services of a manager or managing agent, who may either be a director, officer or employee of the Association, or an independent person or firm qualified to manage the Property and the affairs of the Condominium under the supervision of the board of directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the board of directors.

Section 12. Insurance. The Board shall obtain and maintain at all times as a Common Expense insurance as required under the Declaration and herein. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration.

(a) The Board shall obtain and maintain a master multi-peril type policy on the Condominium Property providing as a minimum fire and extended hazard insurance coverage and all other coverages in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use on a replacement cost basis in an amount not less than 100% of the insurable value (based on replacement costs) such insurable value to be established by the Board annually. The name of the insured under the policy must be stated in form and substance similar to the following: "The Brookwood Green Condominium Association, Inc., for the use and benefit of the Owners of Units in the Condominium." Each such policy must contain the standard mortgagee clause which must be endorsed to provide that any proceeds shall be paid to the Association for the use and benefit of the Unit Owners and any mortgagees of

Units as their interest may appear. The Board shall utilize every reasonable effort to secure such a master policy or policies that will provide as follows:

(i) That the Property insured shall mean all of the Common Elements and Units comprising the Condominium Property as defined in the Declaration, including all bathroom and kitchen cabinet work and fixtures, and all appliances, inlaid carpeting and wall coverings originally installed within a Unit by the Developer, together with all mechanical systems and installations providing service to any building and other items comprising Common Elements as more particularly described in Section 10 of the Declaration. The Property insured shall not include furniture, furnishings, appliances and other personal property supplied or installed by the Unit Owners, unless the same constitute like kind replacements for Property originally installed within the Unit by the Developer, or improvements and betterments made by any Unit Owner within his Unit.

(ii) That the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners and their respective household members.

(iii) That the master policy on the Condominium cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer or employee of the Association or the managing agent without a prior written demand in writing delivered to the Association and to all mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured.

(iv) That any "no other insurance" clause contained in the master policy shall expressly exclude individual Unit Owners' policies from its operation.

(v) That until the expiration of thirty (30) days after the insurer gives notice in

writing to the mortgagee of any Unit, the mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Unit Owners, the Board, or any of their agents, employees, or household members, nor cancelled for nonpayment of premiums.

(vi) That the master policy may not be cancelled or substantially modified without at least sixty (60) days' prior notice in writing to the Board of Directors and all mortgagees of Units.

(vii) An agreed value endorsement.

(viii) That the deductible amount per occurrence shall not exceed One Thousand (\$1,000.00) Dollars.

All policies of insurance shall be written with a company licensed to do business in the State of Alabama and holding a financial rating by Best's Insurance Reports of Class VI or better, if available and, if not available, the best rating available, and the company shall provide insurance certificates to each Owner and each mortgagee of a Unit. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Unit Owners or their mortgagees.

No Unit Owner shall obtain an individual insurance policy covering any portion of the Condominium Property other than improvements and betterments made by such Owner within his Unit at his expense and personal property belonging to such Owner, without the prior written approval of the Board.

(b) In addition to the insurance required herein above, the Board shall obtain as a Common Expense:

(i) Workmen's compensation insurance if and to the extent necessary to meet the requirements of law.

(ii) Public liability insurance with respect to the Common and Limited Common Ele-

ments. Such insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of agents of the Association or other Unit Owners. Coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage.

(iii) Officers' and directors' liability insurance in such amounts as the Board may determine. Such insurance shall contain a cross liability endorsement.

(iv) Fidelity bonds covering dishonest acts of officers, directors, employees and other persons who handle or are responsible for handling Association funds naming the Association as named insured. Such bonds shall be in an amount equal to at least one hundred fifty (150%) percent of the Association's estimated annual operating budget and reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

(v) Such other insurance as the Board of Directors may determine to be necessary.

Insurance carried by the Association as a Common Expense shall not include public liability insurance for individual Owners for liability arising within the Unit.

Section 13. Indemnification. The Association and the Unit Owners shall indemnify and hold harmless each of the officers of the Association and the members of its board of directors against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding

(d) A treasurer, who shall keep the financial records and books of the account.

(e) Such additional officers as the board of directors shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officer of a not-for-profit corporation; provided that the board of directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the board of directors may see fit.

Section 3. Term. Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the board of directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the board of directors at a special meeting thereof.

Section 5. Compensation. The compensation of all officers shall be fixed by the board of directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium. The officers shall receive no compensation for their services, unless otherwise expressly provided in a resolution duly adopted by the board of directors.

ARTICLE IV

Responsibility for Maintenance and Repair

The responsibility for maintenance and repair of the Property shall be as set forth in the Declaration.

ARTICLE V

Assessments

Section 1. Accounting Records. The board of directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance

with generally accepted accounting principles, and such records shall include all records provided for in the Alabama Condominium Ownership Act and the Condominium Documents.

Section 2. Annual Budget. The board of directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association, which budget shall take into account both the capital budget and the operating budget for the ensuing year, which together shall constitute the Common Expenses constituting an Assessment against each Unit and Unit Owner as provided for in the Condominium Documents. The capital and operating budgets shall be established as follows:

* (a) Capital Budget: The board of directors shall cause to be prepared an estimated capital budget for each fiscal year of the Association. Such budget shall take into account the number and nature of the replaceable assets comprising the Condominium Property, the expected life of each such asset, the expected repair and/or replacement cost, and all other information required to establish the capital repair and replacement reserve Fund provided for in the Declaration for the ensuing year. The board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing, by equal annual assessments over the period of the budget. The capital contribution required shall be as fixed by the board and shall constitute a component of the annual Assessment for the Common Expenses of the Association. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

(b) Operating Budget. The board of directors shall cause to be prepared an estimated operating budget for each fiscal year of the Association. Such budget shall take into account the estimated expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The operating budget shall also take

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into account the estimated net available cash income for the year from the operation or use of the Common Elements, and shall also provide for amounts required to make up for any deficit in any prior year and a general reserve for contingencies for the year. To the extent that the Assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 3. Assessments. The estimated annual budget for each fiscal year shall be approved by the board of directors, and copies thereof shall be furnished by the board to each Unit Owner not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each Unit Owner shall pay, as his respective monthly Assessment for the Common Expenses, one-twelfth (1/12) of his share of the Common Expenses for such such year as shown by the annual budget. The Assessments of the Common Expenses shall be as set forth in the Declaration. The board of directors may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly Assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly Assessments on or before the first day of each month. If the board of directors shall not approve an estimated annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his monthly Assessment as last determined. Each Unit Owner shall pay his monthly Assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his Assessment by abandoning or not using his Unit or the Common Elements. In the event of any failure by a Unit Owner to pay his monthly Assessment in a timely manner as herein provided for the Board may accelerate all remaining monthly Assessments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

Section 4. Proration of Assessments. For the first fiscal year, the annual budget shall be as approved by the first board of directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly Assessment for each Unit Owner for the Common Expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his Unit by each

Unit Owner, he shall pay his Assessment for the following month or fraction of a month, which Assessment shall be in proportion to his ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which Assessment shall be as computed by the board of directors.

Section 5. Annual Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the board of directors shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the board may deem desirable.

Section 6. Accounts. The board of directors shall cause to be kept a separate account record for each Unit Owner showing the Assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon ten (10) days notice to the board of directors any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit Owner. A Unit Owner shall make no more than one such request per month.

Section 7. Supplemental Budget and Assessments. If during the course of any year, it shall appear to the board of directors that the monthly Assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his proportionate share of each supplemental budget.

Section 8. Payment of Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payments when due, the Association and the board of directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid Assessments.

Section 9. Records. The board of directors shall cause to be kept detailed and accurate records in chronological

order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the Unit Owners or their authorized representatives at convenient hours of week days. Such payment vouchers may be approved in such manner as the board of directors may determine.

Section 10. Liens. The board of directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the board, may constitute a lien against the Property, the Common Elements, or any Unit or Private Element in the Condominium, and the Association shall thereupon have a lien in such amount, together with the amount of any costs and attorney's fees incurred in connection therewith, on each Unit responsible for the payment thereof in accordance with the provisions of the Alabama Condominium Ownership Act, and the board of directors shall thereupon perfect any such lien by recording an appropriate claim of lien prepared and filed for record in accordance with the provisions of said Act.

ARTICLE VI

Mortgages

Section 1. Notice to Board of Directors. A Unit Owner who mortgages his unit shall notify the secretary of the Association who shall maintain a record of such information.

Section 2. Notice of Unpaid Common Charges. The board of directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Assessments due from, or any other default by, the owner of a mortgaged Unit as provided for in the Declaration.

Section 3. Examination of Books. The holder of a mortgage on any Unit shall have the same right to examine the books and records of the Association afforded a Unit Owner pursuant to Section 9 of Article V of these Bylaws.

ARTICLE VII

Use and Occupancy Restrictions

The use of the Units and the Condominium Property shall be in accordance with the terms of the Declaration, and the Rules and Regulations from time to time established by the Board.

ARTICLE VIII

Rules and Regulations

Section 1. Authority and Enforcement. The Board of Directors shall have the authority to make and to enforce reasonable Rules and Regulations governing the conduct, use, and enjoyment of Units and the Common Elements, provided that copies of all such Rules and Regulations be furnished to all Owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the Unit and to suspend an Owner's right to use the Common Elements and to vote for violation of any duty imposed under the Declaration, these Bylaws or any Rules and Regulations duly adopted hereunder.

Section 2. Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violation of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard 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 officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator 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.

ARTICLE IX

Miscellaneous

Section 1. Seal. The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2. Fiscal Year. The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

Section 3. Bank Accounts. The board of directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the board of directors.

Section 4. Notice. Whenever any notice or demand is required to be given by these Bylaws the same shall be given in the manner provided for in the Declaration.

Section 5. Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these Bylaws or the Declaration, a waiver thereof in writing,

signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Section 6. Conflict. In the event of any conflict between the provisions of these Bylaws and the Declaration of the Condominium, the Declaration shall govern.

ARTICLE X

Amendments

These Bylaws may be amended or modified from time to time by the vote of a majority of the board of directors, any amendment to be set forth in writing, signed by the Secretary of the board of directors and recorded in the Jefferson County Probate Office. Upon recording each such amendment shall be effective.

The foregoing were adopted as the Bylaws of Brookwood Green Condominium Association, Inc., an Alabama not-for-profit corporation, at the first meeting of the board of directors on DECEMBER 10, 1979.

Shirley H. Berman
Secretary

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT

DEC 10 4 09 PM '79

RECORDED AS HTG. TAX
NO. ON THIS INSTRUMENT.

O.H. Turner
JUDGE OF PROBATE

Copy

DECLARATION OF CONDOMINIUM
OF
BROOKWOOD GREEN CONDOMINIUM

This instrument prepared by
JEROME K. LANNING
1212 BANK FOR SAVINGS BLDG.
BIRMINGHAM, ALABAMA 35203

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RETURN TO JEROME K. LANNING

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DECLARATION OF CONDOMINIUM
OF
BROOKWOOD GREEN CONDOMINIUM

This Declaration made this _____ day of November, 1979, by Floyd Development Co., Inc. ("Developer") for itself, and for its successors, grantees and assigns, pursuant to the Condominium Ownership Act of Alabama, §§ 35.8.1 et seq., Code of Alabama, for the purpose of creating a condominium and establishing certain easements, covenants and restrictions to run with the land.

R E C I T A L S

Developer owns in fee certain real estate in Section 22, Township 18 South, Range 2 West in Jefferson County, Alabama, which said real estate is more particularly described in Exhibit A hereto, and is subject to those easements, rights of way and other restrictions set forth in Exhibit A.

Developer has improved said real estate by the construction thereon of nine (9) apartment buildings containing ninety-six (96) apartment units, which improvements are fully and accurately depicted as to location, layout, apartment numbers and dimensions, identifying the Common Elements, Limited Common Elements and Private Elements of each building as built, by a site plan, building plans, floor plans and sections prepared by Kidd & Wheeler, Architects, bearing that firm's certification that said site plan, building plans, floor plans and sections depict the improvements as built.

NOW, THEREFORE, Developer hereby makes the following declaration, and specifies that the provisions hereof shall constitute covenants running with said real estate and shall be binding upon Developer, and its successors, grantees and assigns, and all subsequent purchasers of any portion of said real estate and improvements, and their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Condominium Form of Ownership. The purpose of this Declaration is to submit the Land described in Exhibit A hereto and all improvements constructed or to be constructed thereon, and all easements, rights and interests appurtenant thereto, to the condominium form of ownership and use in the

manner provided for in the Condominium Ownership Act of Alabama.

2. Name. The name by which this Condominium shall be known is: "Brookwood Green Condominium," or by such other name as may from time to time be designed by the Board.

3. Address. The post office address of this condominium is 3255 Overton Road, Birmingham, Alabama 35243.

4. Definitions. The capitalized terms used herein shall have the meaning stated in the Condominium Ownership Act of Alabama, and as follows:

4.1 "Act" means the Condominium Ownership Act of Alabama, §§ 35-8-1, et seq., Code of Alabama 1975, as amended;

4.2 "Articles" means the articles of incorporation of the Association, recorded in the Office of the Judge of Probate of Jefferson County, Alabama;

4.3 "Assessment" means a proportionate share of the funds required for the payment of the Common Expenses and Limited Common Expenses which from time to time may be levied against each Unit Owner by the Board.

4.4 "Association" means the Brookwood Green Condominium Association, Inc., an Alabama not-for-profit corporation and its successors, said Association being the legal entity responsible for the administration and management of the Condominium Property;

4.5 "Board" means the Board of Directors of the Association;

4.6 "Building" means any of the buildings of the Condominium;

4.7 "Bylaws" means the duly adopted Bylaws of the Association;

4.8 "Common Elements" means the parts of the Condominium Property set forth and defined in Section 10.1 of this Declaration and the Plans in

which all of the Unit Owners have an undivided interest.

4.9 "Common Expenses" means the expenses arising out of the ownership of the Common Elements, including expenses incurred in the maintenance, administration, improvement and repair of the Common Elements, whether incurred or estimated by the Board, for which the Unit Owners are liable to the Association in accordance with the terms of the Condominium Documents;

4.10 "Common Surplus" means the excess of all receipts of the Association over the amount of the Common Expenses;

4.11 "Condominium" means the Brookwood Green Condominium, and consists of the Condominium Property submitted to the condominium form of ownership by this Declaration;

4.12 "Condominium Documents" means the Declaration, Bylaws, Articles, and all exhibits attached thereto as the same may be amended from time to time;

4.13 "Condominium Property" or "Property" means all property covered by the Declaration, and includes the Land and all improvements now existing or hereafter placed thereon, all easements, rights, interests and appurtenances thereto, and all personal property now or hereafter used in connection therewith;

4.14 "Declaration" means this Declaration as it may be amended from time to time;

4.15 "Developer" means Floyd Development Co., Inc., and its successors and assigns;

4.16 "Exclusive Easement" means an Exclusive Easement appurtenant to a Unit as set forth in the Declaration and identified in the Plans.

4.17 "Land" means the real estate described in Exhibit A to this Declaration, subject to all easements, rights of way and other restrictions set forth in Exhibit A or herein reserved;

4.18 "Limited Common Elements" means the part or parts of the Condominium Property as set forth in Section 10.2 of this Declaration, if any, in which more than one, but not all, of the Unit Owners have an undivided interest.

4.19 "Limited Common Expenses" means the expenses arising out of the ownership of the Limited Common Elements, if any, including expenses incurred in the maintenance, administration, improvement and repair of any common elements, whether incurred or estimated by the Board, for which the Unit Owners are liable to the Association in accordance with terms of the Condominium Documents

4.20 "Limited Common Surplus" means the excess of all receipts of the Association arising out of ownership of the Limited Common Elements, if any, over the amount of any Limited Common Expenses;

4.21 "Member" means a member of the Association, membership in which is confined to persons holding fee ownership in a Unit;

4.22 "Plans" means the site plan, building plans, floor plans and sections prepared by Kidd & Wheeler, Architects, which depict the location, layout, apartment numbers and dimensions of the Units and the Limited Common Elements and Common Elements, identified as the Brookwood Green Condominium, consisting of nine (9) pages and bearing that firm's certification and the certification of Melvin R. Reynolds, Registered Surveyor, that said plans accurately depict the improvements as built, which plans have been filed in the Office of the Judge of Probate of Jefferson County, Alabama, at Map Book 122 Page 46 et seq. A copy of the Plans is attached hereto as Exhibit B, which is hereby made a part hereof;

4.23 "Private Elements" means a part or parts of the Condominium Property intended for the exclusive ownership and possession by a Unit Owner;

4.24 "Rules and Regulations" mean the Rules and Regulations of the Association adopted in accordance with the terms of the Condominium Documents;

4.25 "Unit" means the Private Elements of the Condominium Property together with the undivided in-

terest in the Common Elements and Limited Common Elements which are assigned thereto in this Declaration, together with the interests, easements and other rights appurtenant to a Unit as provided for under § 35-8-5 of the Act;

4.25 "Unit Owner" or "Owner" means the owner of record title to a fee interest in a Unit, and shall include Developer so long as Developer is the Owner of any Unit unless otherwise herein specified.

Whenever the context permits hereunder the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

5. Description of Improvements and Identification of Units.

5.1 Description of Improvements. The Developer has constructed and has submitted to the condominium form of ownership nine (9) Buildings all constructed primarily of wood frame and brick veneer, on poured concrete footings with stud walls and brick and wood veneer, with composition shingle roofs, with garages containing one covered parking space per Unit, and containing a total of ninety-six (96) Units, as follows:

(a) Building No. 1: A building containing four 1 bedroom/1 bath Units containing approximately 750 sq. ft. each and four 1 bedroom/1 1/2 bath Units containing approximately 950 sq. ft. each, the entire Building being 113' 4" in length by 56' 6".

(b) Building No. 2: A building containing six 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each and six 2 bedroom/2 1/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 170' 0" in length by 48' 0".

(c) Building No. 3: A building containing eight 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each and eight 2 bedroom/2 1/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 226' 8" in length by 48' 0".

(d) Building No. 4: A building containing four 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each and four 2 bedroom/2 1/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 113' 4" in length by 56' 6".

(e) Building No. 5: A building containing six 1 bedroom/1 bath Units containing approximately 750 sq. ft. each and six 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 170' 0" by 56' 6" at its widest dimension.

(f) Building No. 6: A building containing four 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each and four 2 bedroom/2 1/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 113' 4" by 56' 6".

(g) Building No. 7: A building containing six 2 bedroom/2 bath Units containing approximately 1,200 sq. ft. each and six 2 bedroom/1 1/2 bath Units containing approximately 1,200 sq. ft. each, the entire Building being 170' 0" by 48' 0" at its widest demension.

(h) Building No. 8: A building containing four 1 bedroom/1 bath Units containing approximately 750 sq. ft. each and four 1 bedroom/1 1/2 bath Units containing approximately 950 sq. ft. each, the entire Building being 113' 4" by 56' 6".

(i) Building No. 9: A building containing six 1 bedroom/1 bath Units containing approximately 750 sq. ft. each and six 1 bedroom/1 1/2 bath Units containing approximately 950 sq. ft. each, the entire Building being 170' 0" by 56' 6".

Buildings 2, 3, 4, 6, and 7 contain an enclosed storage room with an outside entrance. Each Building is supplied with centrally metered water and sewer, and individually metered electricity and gas, and individually controlled air conditioning and heating for each Unit.

5.2 Identification of Units. Each Unit is assigned a number or letter or a combination thereof which is indicated on the Plans made Exhibit B hereto so that no Unit bears the same designation as any other Unit, and is described as to number, building location, dimensions and other data necessary for its proper identification on the Plans. The Plans have been prepared in such on manner as to also permit the identification and location of the Common Elements, Limited Common Elements and the Exclusive Easements appurtenant to the Units.

6. Changes In Plans And Amendment Of Declaration By Developer.

6.1 Changes In Plans. Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundary between the Units so long as Developer owns the Units so altered.

So long as any Unit Owner owns any 2 Units with a common vertical or horizontal boundary such Unit Owner shall have the right to alter the common elements which constitute the boundary between such Units to permit such Units to be owned and occupied by a single Unit Owner; provided, however, that such alterations shall be performed in such a manner as to not impair the structural soundness or the safety of the Building in which such Units are located, or any other Units in such building; and further provided that all such alternations shall be performed by a licensed contractor who shall comply with all Rules and Regulations with respect to the work performed. Although such Units may be joined so as to permit the joint occupancy thereof, for all purposes hereunder the Owner of such connected Units shall be deemed to be the Owner of both of the 2 Units so connected, and not the Owner of a

single Unit, and the computation of the Common and Limited Common Expenses and Surplus apportioned to each such Unit, and the voting rights appurtenant thereto, shall be unaffected thereby.

Any such Owner may thereafter alter the common elements which constitute the vertical or horizontal boundary between such Units and replace and restore the boundary which originally existed between such Units in such a manner as to permit such Units to be sold or leased for separate occupancy; provided that such additions and alterations shall be performed in such a manner as to not impair the structural soundness or safety of the Building in which such Units are located or any other Unit in such Building, and all such works shall be performed by a licensed contractor who shall comply with all Rules and Regulations with respect to the work performed.

6.2 Amendment of Declaration By Developer.

Any authorized alteration of Unit plans as provided in Section 6.1 above shall not require an amendment to this Declaration. Any amendment of this Declaration to correct errors or misspellings in the Declaration or to make other changes not inconsistent with the terms of the Condominium Documents, need be signed and acknowledged only by the Developer and need not be approved by the Association, the Unit Owners, lienors, or mortgagees of the Units unless required under Section 7.5 hereof. Authorized amendments by the Developer of this Declaration shall be effective when recorded in the public records of Jefferson County, Alabama.

7. Amendment By Owners and Board. This Declaration may be amended by the Owners and Board in the following manner:

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

7.2 Resolution. A resolution to adopt a proposed amendment may be proposed by either the Board or by the Members of the Association, and after being proposed and approved by one of such bodies, it must then be approved by the other to become effective. Directors and Members not present at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the secretary of the Association at or prior to the meeting. Such approvals must

be by not less than a majority of the directors, and by not less than a two-third (2/3) majority of the votes of the Members of the Association.

7.3 Recording. A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Jefferson County, Alabama.

7.4 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by a majority of the directors and by all of the Members required to take such action if such members were present and voting, such signatures to be acknowledged in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Jefferson County, Alabama.

7.5 Proviso. Without the prior written approval of the Owner and the holder of any first mortgage lien on any Unit affected, and the prior written approval of at least two-thirds (2/3rds) of all of the Unit Owners other than Developer, no amendment of this Declaration shall be effective which shall: (a) seek to abandon or terminate the Condominium, (b) change the prorata interest or obligations of any Unit Owner with respect to the Common Elements, Common Expenses or Common Surplus, or alter the voting rights appurtenant to any Unit, (c) change the procedure for levying Assessments or allocating the distribution of hazard insurance proceeds or condemnation awards, (d) partition or subdivide any Unit, (e) seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, (f) seek to apply hazard insurance proceeds for losses to any of the Condominium Property for other than repair, replacement or reconstruction of such Condominium Property, or (g) prejudice the rights or priorities of any holder of any first mortgage lien on any Unit.

8. Sale Or Lease By Developer. Developer is empowered to sell and/or lease any Units owned by Developer to any person or persons without restriction. Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs, maintain an office, and use the Common Elements and to show Units to prospective purchasers and leasees. The sales office, signs and other items used in connection with the sale or leasing of Units shall not be considered a part of the Common Elements and shall remain the property of the Developer. Except as provided in this Section, the Developer shall be subject to the same re-

strictions and entitled to enjoy the same privileges as any other Unit Owner with respect to the use of each Unit owned by Developer.

9. Easements.

9.1 Developer hereby reserves for and grants to the Association for the benefit of its Members, their guests and lessees, the following easements, rights and privileges:

(a) An easements in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under all roads, walks and passageways located on the Condominium Property.

(b) An easement for the placement and maintenance of all roadways and utilities, including sewer, gas, electricity and telephone lines, pipes, sewers and conduits, in and through the Condominium Property, including right of access thereto, such easements being in common with and subject to the terms and conditions of all easements and rights of way heretofore granted by Developer to companies furnishing utilities to the Condominium Property.

(c) An easement in common with the Owner of each Unit served through other Units for the conduits, ducts, plumbing, wiring and other facilities and systems furnishing utility services to the Unit served, including the right of access thereto for the purpose of maintenance, repair and replacement.

9.2 Developer hereby reserves for and grants to the Unit Owners the following Exclusive Easements:

(a) An easement is granted to Unit Owners of all Units of type 1A, 2B or 2C identified in the Plans to have the exclusive use, right and enjoyment of the patio areas adjacent to each such Unit Owner's respective Unit, which patio areas are identified as such on the Plans made Exhibit B hereto. The

patio locations identified on the Plans are approximate, and the dimensions of patio areas for individual Units may be fixed from time to time by the Rules and Regulations. Any improvement of such patio areas by the Unit Owners is hereby made expressly subject to the power of the Board to impose reasonable Rules and Regulations with respect thereto.

(b) An easement is granted to all Unit Owners to have the exclusive use and enjoyment of the garage space in the Building in which the Unit is located, which space is identified as such on the Plans made Exhibit B hereto, and affords each Unit Owner one parking space.

(c) An easement is granted to all Unit Owners to have the exclusive use and enjoyment to one additional parking space appurtenant to the Building in which the Unit is located, the location of which is not set forth in the Plans but may be fixed from time to time by the Board and shall be available for the use of each Unit Owner in accordance with the Rules and Regulations as they may be from time to time amended.

9.3 The use by the Unit Owners, and their guests and lessees, of the exclusive easement areas reserved in Section 9.2 hereof is hereby made expressly subject to the Rules and Regulations of the Association now or hereafter in effect, and the maintenance, care and upkeep of such Exclusive Easement areas shall be the obligation of such Unit Owners, and not the obligation of the Association. In the event of the failure by any Unit Owner to care for, maintain and repair any such area the Association may elect to maintain or repair the same and assess the cost thereof, together with any interest or fines imposed by the Association with respect thereto, as an Assessment against such Unit Owner.

10. Common Elements and Limited Common Elements.

10.1 The Common Elements shall include the common areas and facilities located substantially as shown on the Plans. Such common areas and facilities will include the following, unless specifically included within a Unit:

(a) The Land described in Exhibit A.

(b) The foundations and footings, exterior walls, roofs, girders, beams, supports, stairs and stairways, porches, decks, patios, entry walks and entry porches of any Building.

(c) The yard, streets, walkways, parking areas, garage areas, recreational areas, and landscaping.

(d) The mechanical systems and installations providing service to any Buildings, or to any Unit, such as electrical power, gas, light, hot and cold water, heating and air conditioning, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and other apparatus and installations in connection therewith.

(e) All maintenance facilities, water storage tanks, pumps, outdoor lighting and the like.

(f) All easements, rights, or appurtenances affecting or relating to the use of the Condominium Property unless specifically included in any Unit.

10.2 Limited Common Elements. The Limited Common Elements shall include the following:

(a) The basement storage areas in Buildings 2, 3, 4, 6, and 7, which storage areas are described on the Plans. The Owners of Units entitled to an undivided interest in such storage areas, and the undivided interest of each such Owner and the storage area to which each such interest relates is set forth in the Schedule made Exhibit C hereto. Each such Owner shall be entitled to the use of one (1) individually enclosed storage enclosure in each such storage area, which enclosures may vary in size. The location of the particular storage enclosure assigned to each such Unit shall be fixed from time to time by the Board, and shall be available for the use of each such Unit Owner in accordance with the Rules and Regulations as

they may be from time to time amended.

(b) There are no additional Limited Common Elements presently a part of the Condominium Property. Limited Common Elements subsequently may be designated by the Association for the exclusive use of more than one but not all Units, such as storage areas, garage areas, corridors, assigned parking spaces, stairways, landscape areas, sanitary or other services common to Units in any Building, and the like. All areas so designated in the future will be reserved for the use of the Owners of the Units to which they are declared to be appurtenant.

(c) All expenses and surplus arising out of the ownership of the Limited Common Elements identified in subparagraph (a) of this Section 10.2 shall be a Common Expense and Common Surplus of the Association to be shared equally by all of the Members of the Association. In the event that the Board subsequently designates areas as Limited Common Elements in accordance with the provisions of subparagraph (b) of this Section 10.2 the expense and surplus referable thereto may be established as either Limited Common Expenses and Surplus, or as Common Expenses and Surplus, at the discretion of the Board.

11. Units. Each Unit shall include as Private Elements the part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

11.1 Horizontal Boundaries. The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

(a) The upper boundary of all type 2A or 1B Units shall be the plane of the bottom surface of the joists comprising the roof rafters of the Building containing these Units. The upper boundary of all type 2B, 2C or 1A Units shall be the horizontal plane of the undersurface of the dry wall which serves as the ceiling of these Units.

(b) The lower boundary shall be the plane of either the upper surface of the structural slab or concrete deck which serves as the Unit's floor excluding any floor covering such as carpeting or vinyl, asbestos or ceramic tile.

11.2 Perimeter Boundaries. The perimeter boundary of each Unit shall be the vertical planes of the interior surface of the exterior walls bounding a Unit extended to the upper and lower horizontal boundaries.

11.3 Attic or Storage Space. Where a Unit is located with access to attic or storage space the Unit shall include the attic or storage space appurtenant to such Unit as identified in the Plans.

11.4 Balcony. Where a balcony is appurtenant to a Unit the Unit shall include the interior space bounded thereby as identified in the Plans. The use of the balcony space by all present and future Unit Owners, and the tenants and occupants of the Units, is hereby made expressly subject to the Rules and Regulations of the Association as they may be from time to time amended.

11.5 Equipment. Each Unit shall include all interior lighting fixtures, bathroom fixtures and cabinets, air conditioning and heating equipment, hot water heater, stove, garbage disposal, dishwasher, refrigerator, sink, and all other kitchen fixtures, including cabinets.

12. Encroachment. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment

and for the maintenance of the same, so long as the Building stands, shall exist. In the event any Building, any Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such construction and maintenance thereof shall exist so long as the Building shall stand.

13. Units Subject to Declaration, Bylaws and Rules and Regulations. All present and future owners, tenants and occupants of the Units shall be subject to, and shall comply with the provisions of this Declaration, the Bylaws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into of occupancy of any Unit shall constitute an agreement that the provisions of the Condominium Documents as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

14. Exclusive Ownership. Each Unit Owner shall have exclusive ownership and possession of his Unit. He shall have an undivided interest in the Common Elements in the percentages expressed in this Declaration, which percentages of undivided interest of each Unit Owner shall have a permanent character and shall not be altered without the consent of all Unit Owners expressed in an amended Declaration, duly recorded. The percentage of undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Elements, without hindering or encroaching upon the lawful rights of the other owners, subject, however, to the provisions of Section 9 hereof with respect to the grant of Exclusive Easements with respect to portions of the Common Elements.

15. Enforcement. Failure of any Unit Owner, tenant or occupant of any Unit to comply strictly with the provisions of the Condominium Documents and the Rules and Regulations shall

be grounds for an action to recover any sums due, or damages, or injunctive relief, or the imposition of a fine, or any or all of them. The amount of any fine, damages, and any sums necessary to remove any unauthorized addition or alteration and to restore the property to good condition and repair shall constitute an Assessment against the Unit Owner and the Unit. Such actions may be maintained by the Association on its own behalf or on behalf of the Unit Owners aggrieved. In any case of flagrant or repeated violation by a Unit Owner, tenant or occupant of any Unit he may be required by the Association to give sufficient surety or sureties for his future compliance with the provisions of the Condominium Documents and the Rules and Regulations. Nothing herein contained shall prevent, in a proper case, an independent action by an aggrieved Unit Owner for such relief. The failure of the Association or any Unit Owner to take any action or to exercise any remedy hereunder shall not constitute a waiver of the right to do so thereafter.

16. Maintenance.

16.1 Association Maintenance. The Association, as a Common Expense, shall maintain, repair and replace if necessary the following:

(a) all portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Section 16.2 hereof.

(b) all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which are contained within a Unit but which service part or parts of the Condominium other than the Unit within which contained and which are not the responsibility of a Unit Owner under Section 16.2 hereof.

The Association may enter into a contract with any firm, person or corporation, or may join with other entities in contracting for the maintenance and repair of the Condominium Property and other type properties, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association; provided, however, that any such contract shall be for a term not to exceed one year, and shall provide that it may be terminated by either party, without cause or payment of any fee, upon not more than 90 days prior written notice.

16.2 Unit Owner's Maintenance. Each Unit Owner shall maintain his Unit and the interior thereof in good tenantable condition and repair, and shall repair, maintain and replace if necessary the following:

(a) the fixtures and equipment in his Unit, including the refrigerator, stove, fans, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, and plumbing within the Unit; electric panels, wiring, outlets, and electric fixtures within the Unit; interior doors, windows, screening and glass, including glass between the Unit and any patio or deck adjacent to such Unit; all exterior doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association; and all wall coverings and carpeting within a Unit.

(b) The plumbing, heating, ventilation, air conditioning and electrical systems serving only that Unit, whether located within or without the boundary of that Unit including the heater and air conditioning compressor, hot water heaters, fuse boxes, wiring, fire-place flues and all other plumbing, electrical, gas or mechanical systems. In the event any such system or a portion thereof is within another Unit or requires access to another Unit the repair, maintenance or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an Assessment against the Unit Owner responsible therefor.

16.3 Unit Owner's Covenants. Each Unit Owner agrees as follows:

(a) To perform all maintenance, repairs and replacements which are his obligation under Section 16.2 hereof.

(b) To pay for all of his utilities, including electricity, gas, and telephone used within the Unit and all taxes levied against his Unit.

(c) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside his Unit but required to be maintained by him under Section 16.2(b) hereof except by licensed plumbers or electricians authorized to do such work by the Association or its delegate.

(d) Not to make any addition or alteration to his Unit or to the Common Elements or do any act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association.

(e) Except as provided for in Section 6.1 hereof, to make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements, or to any outside or exterior portion of the building, specifically including, but not limited to, screening or enclosing private balconies, installing garage or other exterior doors, or affixing outshutters to windows, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise.

(f) To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing, or replacing Common Elements; or for repairing, maintaining or replacing any plumbing, heating, ventilation or air-conditioning system located within such Unit but serving other parts of the Condominium Property; or in order to determine,

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in case of emergency, the circumstances threatening Units or Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

(g) To promptly report to the Association any defects or needed repairs for which the Association is responsible.

16.4 Facade. The Association shall determine the exterior color scheme of the Buildings, and shall be responsible for the maintenance thereof except as may be otherwise provided for herein, and no Owner shall paint any exterior surface or add or replace anything thereon or affixed thereto, without written consent of the Association.

16.5 Repairs. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, except as otherwise provided for in Section 16.2; provided, that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner the cost of such repair or replacement may be assessed against such Unit Owner.

17. Sales Price. Developer reserves the right, so long as it is the Owner of any unsold Unit, to change the price of such Unit; however, no change in the price for such Unit will vary the percentage interest in the Common Elements appurtenant to such Unit.

18. Assessments. The Association shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and Limited Common Expenses and such other sums as are provided for in the Condominium Documents. The making and collection of Assessments against Unit Owners shall be pursuant to the Condominium Documents and subject to the following provisions:

18.1 Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, such share being the same as his percentage of ownership in the Common Elements.

18.2 Interest, Application of Payments. Assessments and installments thereon, paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10%) per cent per annum for the date when due until paid, or if said rate of interest is prohibited by law, then at the highest legal rate permitted. All payments shall be applied first to interest, and then to principal in the order the assessments became due.

18.3 Late Charges. At the discretion of the Association a late charge penalty of Twenty Five Dollars (\$25.00) may be assessed for each payment which is delinquent for ten (10) days or more.

18.4 Liens for Assessments. Each Unit Owner shall be liable for the cost of repairs, maintenance and replacements as set forth in Section 16.2 of this Declaration, for special Assessments authorized under this Declaration or elsewhere under the Condominium Documents, and for his proportionate share of the Common Expenses, together with interest and late charges on any unpaid Assessment, for which the Association shall have a lien against such Condominium Unit, and all personal property located within such Unit, except that such lien shall be subordinate to prior bona fide liens of record. Reasonable attorney's fees incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien, shall also be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by personal action against the record owner of the Condominium Unit against which such Assessment has been made, or by enforcing and foreclosing said lien, or by exercising both of such remedies. The Association may settle and compromise any Assessment if it is deemed to be in its best interest to do so. The lien of an Assessment shall be effective

as and in the manner provided for by the Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

18.5 Notices To First Mortgagees. A first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the Owner of the Unit subject to such mortgage of any obligation under the Condominium Documents which shall not have been cured within 60 days.

18.6 First Mortgages. If the holder of a first lien or other purchaser of a Condominium Unit at foreclosure sale obtains title to a Condominium Unit as a result of foreclosure of the first lien, or if the holder of such first mortgage accepts a deed to said Condominium Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessments levied prior to its acquisition of title and such unpaid Assessment shall be deemed to be a Common Expense collectible from all of the Unit Owners, excluding such acquirer, his successors and assigns.

18.7 Other Purchasers. Except as provided in Section 18.6 above, no person who acquires an interest in a Condominium Unit, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Unit or use the Common Elements until all unpaid Assessments due and owing by the former Unit Owner(s) have been paid. Upon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid Assessments pertaining to such Unit duly made by the Association and accrued up to the date of such conveyance. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to the Developer, Unit Owner(s), or any third party.

18.8 Certificate. Any Unit Owner, or any purchaser of a Unit prior to the completion of a voluntary sale, or the holder of a mortgage or other lien on any Unit, may obtain from the Association a cer-

tificate showing the amount of any unpaid Assessment pertaining to such Unit which shall be provided by the Association within 10 days of the request therefor. Any person other than the Unit Owner at the time such certificate is issued who relies upon the same shall be entitled to rely thereon and his liability for such unpaid assessment shall be limited to the amount set forth in such certificate.

19. The Association. The Association shall be responsible for the operation of the Condominium Property. The Association shall have all the powers and duties set forth in the Act, as well as all the powers and duties granted to or imposed upon it under the Condominium Documents as they may be amended from time to time. The Association is specifically authorized to enter into agreements by which its powers and responsibilities or some of them may be exercised or performed by some other person or persons. The By-Laws and the Articles may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgage covering any Unit without written approval of all mortgagees of record. No such amendment shall change the rights and privileges of Developer without Developer's written approval. The number of votes to be cast by each Member shall be as set forth in the Schedule made Exhibit C hereto, and all votes shall be cast in the manner provided for in the By-Laws.

20. Insurance Provisions Insurance which shall be carried on the Condominium Property shall be governed by the provisions of this Section 20 and the By-Laws.

20.1 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association, as Trustee for each of the Unit Owners and their mortgagees, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as the same are paid and hold the same in trust for the purposes stated in the By-Laws and elsewhere herein for the benefit of the Unit Owners and their mortgagees, as follows:

(a) Common Elements. Proceeds on account of damage to the Common Elements shall be held as an undivided share for each Unit Owner, such share being the same as his undivided interest in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of Units shall be held for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

20.2 Distribution of Proceeds. The proceeds of insurance for losses to any of the Condominium Property shall be applied for the repair, reconstruction and replacement of the Condominium Property in the manner provided for in the By-Laws. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. No Unit Owner or other party shall have a priority over any first mortgagee in connection with the distribution of insurance proceeds with respect to a Unit subject to such first mortgage. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

20.3 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

21. Condemnation. In the event of condemnation of all or a portion of the Condominium Property, the disposition of proceeds of the award shall be governed by the following provisions:

21.1 Entire Property. In the event of condemnation of the entire Condominium Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed by the Association to the Unit Owners and their mortgagees, as their interests may appear, in proportion to their undivided interests in the Common Elements.

21.2 Partial Taking. In the event of condemnation of a portion of the Condominium Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed in accordance with the findings of a panel of three (3) arbitrators to be selected by the Board which shall proceed in accordance with the then existing rules of the American Arbitration Association to determine the portion of the award due to be distributed to each of the several Unit Owners and their mortgagees, as their interests may appear, by virtue of the Unit Owner's interest in the Units or portions thereof taken and the portion of the award allocable to the Common Elements taken by condemnation. The portion of the award allocable to the Common Elements shall be retained by the Association which shall treat the same as insurance proceeds and proceed under Section 20 hereof to reconstruct and restore the affected portion of the Condominium Property to a complete architectural unit if the Board determines that such is feasible. The panel of arbitrators shall also determine the percentage of undivided interest of the remaining Unit Owners in the Common Elements following the condemnation and each Unit Owner shall be deemed to have consented to the amendment of this Declaration in accordance with such findings and the continuation of the Condominium regime with respect to the Condominium Property remaining following condemnation. If it is determined not to be feasible to restore the Condominium Property to a complete architectural unit, the portion of the award allocable to the Common Elements shall be distributed to the Unit Owners and their mortgagees, as their interest may appear, in proportion to their undivided interests therein. The expense of the arbitration shall be paid by the Association, and shall constitute a common expense.

21.3 Priority. No Unit Owner or other party shall have a priority over any first mortgagee in connection with the distribution of any condemnation proceeds distributable with respect to a Unit subject to such first mortgage. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

22. Reconstruction or Repair After Casualty.

22.1 Vote. In the event of the damage or destruction of all or any part of the Condominium Property, then, unless it be determined by the vote of eighty percent (80%) of all of the Members of the Association not to repair or reconstruct such damaged or destroyed property, the same shall be repaired, reconstructed or replaced. Any such repair, reconstruction or replacement must be substantially in accordance with the Plans and specifications for the original Building, or as the Building was last constructed, or according to plans approved by the Board, the Unit Owners and the holders of all first mortgage liens on the Units in the Building.

22.2 Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

22.3 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

22.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, repair or replacement by the Association, Assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to

pay the estimated costs. If at any time during reconstruction, repair or replacement, or upon completion of reconstruction and repair or replacement, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments for reconstruction or repair of damage to Common Elements shall be in proportion to the Unit Owners' shares in the Common Elements.

22.5 Construction Funds. The funds for payment of costs of reconstruction, repair and replacement after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of Assessments against the Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) Association -- Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual Assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for for the reconstruction and repair of major damage.

(iii) Association -- Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and re-

pair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund as their interests may appear.

23. Use Restriction. The use of the Condominium Property shall be in accordance with the following provisions:

23.1 Residences. The Condominium Property shall be used solely for residential purposes.

23.2 Nuisances. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of unreasonable annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

23.3 Lawful Use. No offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the Condominium Property concerned.

23.4 Leasing. Units may be leased by the Unit Owners; provided, however, that such lease and the rights of any tenant thereunder is hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of Units, and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction.

23.5 Damages. The Unit Owner, and the tenant or occupant of any Unit shall be jointly and severally liable for expenses incurred by the Association in any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees or agents, and for all other expenses incurred by the Association in connection therewith, including attorney's fees incurred in exercising any remedy available to it hereunder.

23.6 Remedies. In the event of a breach of any of the covenants and use restrictions set forth in this Section 23 or elsewhere in the Condominium Documents the Association shall be entitled to those remedies provided for under Section 15 of this Declaration, or which may otherwise be available to it elsewhere under the terms of the Condominium Documents or the Act, and the Association shall have an Assessment against the Unit and the Unit Owner for all sums due enforceable in the same manner as provide for in Section 18 hereof.

24. Reserve Fund.

24.1 Establishment. The Developer does hereby establish and create for the benefit of the Association a reserve account (hereinafter called the "Fund"). The purpose of the Fund shall be to accumulate sums in a separate working account for working capital of the Association and for the replacement, acquisition and repair of capital improvements which are, or will be, a part of the Common Elements or Limited Common Elements. The Board shall determine those capital improvements to be replaced, acquired or repaired with the deposits in the Fund. The proportionate interest of each Unit Owner in the Fund serving as a reserve for replacements shall be considered as an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with the Unit without evidence of assignment.



24.2 Assessment. The Assessment provided for in this Section 24 may be enforced in the same manner as provided in Section 18 for the enforcement of Assessments.

25. Escrow Account. The Board shall have the right to establish and maintain in a national or state bank or savings and loan association interest bearing savings accounts for such purposes as it may see fit from time to time. With the approval of the Association any sums held by the Board on behalf of the Association including the deposits comprising the Fund established under Section 24 hereof, may be invested and reinvested in such other accounts, securities or other investments as the Board may recommend, whether or not the same are approved trust investments under the laws of the State of Alabama or of any other state.

26. Percentage Interest, Voting Rights, Common Expenses and Common Surplus.

26.1 Percentage Interest. The percentage interest of the Owners in the Common Elements and Limited Common Elements is set forth in the Schedule made Exhibit C to this Declaration.

26.2 Voting Rights. The voting rights of the Owners with respect to matters arising out of the Common and Limited Common Elements shall be in the same proportion as their interest therein.

26.3 Common Expenses. The Common Expenses of the Condominium shall be shared by the Owners in the percentages set forth in Exhibit C to this Declaration. There are presently no Limited Common Expenses, all expenses arising out of the ownership of the Limited Common Elements presently a part of the Condominium Property being treated as a Common Expense of the Association under the provisions of Section

10.2(c) of this Declaration. In the event the Board subsequently designates areas as Limited Common Elements and establishes the expenses referable thereto as Limited Common Expenses such Limited Common Expenses shall be shared by the Owners of such Limited Common Elements in the percentage of such Owners' interest therein.

26.4 Common Surplus. The Common Surplus of the Condominium shall be shared by the Owners in the percentages set forth in Exhibit C to this Declaration. There is presently no Limited Common Surplus, all surplus arising out of the ownership of the Limited Common Elements presently a part of the Condominium Property being treated as a Common Surplus of the Association under the provisions of Section 10.2(c) of this Declaration. In the event the Board subsequently designates areas as Limited Common Elements and establishes the surpluses referable thereto as Limited Common Surpluses such Limited Common Surpluses shall be shared by the Owners of such Limited Common Elements in the percentage of such Owners' interest therein.

27. Notice of Lien or Suit.

27.1 Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit, including taxes and special assessments, within five (5) days after the Unit Owner's receipt of notice thereof.

27.2 Notice of Suit. A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

27.3 Failure To Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

28. Covenant Against Partition or Subdivision. There shall be no judicial or other partition or subdivision of the Condominium Property or any part thereof, nor shall Unit Owners or any person acquiring any interest in the Condominium Property or any part thereof seek any such partition or subdivision unless

the Condominium Property has been removed from the provisions of the Act.

29. Proportionate Changes In Common Expenses And Common Surplus. In the event any one or more of the Units are not rebuilt by reason of loss as a result of destruction, and therefore the number of Units is reduced, then the proportionate share of the Common Expenses and of the Common Surplus of each Unit shall be increased by adding to each remaining Unit their proportionate percentages of ownership out of the percentages of ownership of the Units so reduced.

30. Notices.

30.1 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association may be given by the affidavit of the person mailing or personally delivering said notices.

30.2 Association. Notices to the Association shall be delivered by mail to the Secretary of the Association at the registered office of the Association or at the Secretary's Unit or, in the event of the Secretary's absence, then to the President of the Association at his Unit, and, in his absence, any member of the Board of Directors of the Association.

30.3 Developer. Notices to the Developer shall be delivered by registered or certified mail at:

Berman Development Co., Inc.
3429 Stoneridge Drive
Birmingham, Alabama 35243

30.4 Effective Date. All notices shall be deemed and considered to have been given when delivered, or when deposited in the United States mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party

at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

31. Termination. The Condominium may be terminated in the following manner:

31.1 Agreement. The termination of the Condominium may be effected by unanimous agreement of the Unit Owners and the holders of all liens of record affecting any of the Condominium Property which agreement shall be evidenced by written instrument executed in the manner required for conveyance of land. The termination shall be effective when such instrument is recorded in the public records of Jefferson County, Alabama.

31.2 Assessments. Any unpaid sums due the Association shall survive any termination of the Condominium and shall continue to be an obligation of the Association and the Unit Owners or either of them and shall continue to be a lien against the Condominium Unit, or the undivided interest of the Unit Owners in the Condominium Property, until paid.

31.3 Shares. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares. Each Unit Owner's share with respect to the previous Common and Limited Common Elements shall be the same as the percentage of Common and Limited Common Elements appurtenant to his Condominium Unit prior to the termination. Each Unit Owner's share with respect to the previous Private Elements shall be the same as the percentage of Common Elements appurtenant to his Condominium Unit prior to termination.

32. Conditions of Sale. The sale or transfer of Units by any Owner other than Developer shall be subject to the following provisions:

32.1 Right of First Refusal. In the event the Owner of any Condominium Unit wishes to sell the same (and as a condition precedent to each and every such sale) and shall have received a bona fide offer to purchase same, such Owner (Seller) shall notify the Association with an executed copy of such offer and the terms thereof, including the name of the prospective purchaser and such other information as the

Association, in the reasonable exercise of its discretion, may request. The Association shall have the option for fifteen (15) days following receipt of such offer to purchase the Unit on the terms and conditions set forth in the offer, which option shall be exercised if at all by notice in writing given to the Seller within said 15-day period. The Association shall have the right to assign the option herein granted to any Unit Owner or to any purchaser approved by the Association. If the Association or its assignee does not exercise the option herein granted, the Seller shall have the right for a period of sixty (60) days after the receipt by the Association of the original offer within which to complete the transaction described in the offer to the purchaser named therein. If for any reason such transaction is not concluded and notice of such fact given to the Association within said sixty (60) day period, the offer shall be deemed to have been abandoned and the provisions of this Section shall be reimposed on the Unit in question.

For the purpose of this Section, the term "bona fide offer" shall mean an offer made by a prospective purchaser, in good faith, to purchase the Condominium Unit.

32.2 Application. The right of first refusal provided for in Section 32.1 shall not apply to transfers made by the Developer; or to transfers made solely for the purpose of securing the performance of an obligation; to transfers involving a foreclosure sale or other judicial sale; to any transfer to a mortgagee in lieu of foreclosure; to any transfer by a mortgagee following foreclosure or any proceeding or arrangement in lieu thereof; to the transfer of one joint tenant's interest to another, by operation of law or otherwise; to transfers by will or intestate distribution; or to transfers by gift to direct descendants or ascendants of the transferor.

32.3 Certificate of Termination. The Association shall upon request at any time furnish to any Member, or other party legitimately interested in the same, a certificate in writing executed by an officer of the Association in recordable form stating that the requirements of Section 32.1 have been complied with, or duly waived or terminated by the Association, and

such certificate shall be conclusive evidence of compliance with the requirements of Section 32.1. The rights of the Association under Section 32.1 may be waived prospectively as to any Owner, or Units, or class of Units.

32.4 Occupancy. The Association shall have the right to prohibit occupancy of any Unit by any purchaser or the lessee of any purchaser acquiring an interest in a Unit without the provisions of Section 32.1 having been complied with.

32.5 Voidability. Any purported sale of a Unit where the Unit Owner has failed to comply with the provisions of this Section, shall be voidable at the election of the Association.

32.6 Exception. Any institution first mortgagee making a mortgage loan for the purpose of financing the purchase of a Unit shall not be required to inquire whether or not its mortgagor's grantor complied with the provisions of this Section, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

32.7 Termination. The right of first refusal provided for in Section 32.1 hereof may be terminated at any time by majority vote of the members of the Board of the Association. In any event such right of first refusal shall automatically terminate upon the happening of the first of (a) the sale of (72) Units, or (b) November 30, 1980, at which time the Developer's right to appoint and remove the Directors of the Association under Article II of the Bylaws also terminate.

33. Warranties. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium Documents except as specifically set forth therein, or in any written warranty given by Developer to a Unit Owner in connection with the sale of a Unit, and no person shall have the right to rely upon any warranty or representation not so specifically made therein. All estimates of Common and Limited Common Expenses, taxes or other charges are made in good faith and Developer believes the same to be accurate, but no warranty or guaranty as to their accuracy is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed. The Developer has constructed or will construct the buildings and improvements substantially in accordance with the Plans shown in Exhibit "B", and those on

file with the Architect named in the Architect's Affidavit, and it is hereby agreed that this is the full extent of the Developer's liability and responsibility.

Unless the Developer shall have given a separate express written warranty with respect thereto, the Developer shall not be responsible for conditions resulting from condensation, or an expansion or contraction of materials, paint over walls, either interior or exterior, loss or injury caused in any way by the elements, the water tightness of windows or doors, defects which are the result of characteristics common to the materials used, damage due to ordinary wear and tear or abusive use, collection of water within the buildings or on any other portion of the Condominium Property, nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual Unit Owner, and it is understood and agreed that the Developer shall have no responsibility whatsoever as to the matters provided for in this Section 33 to the Association. Guaranties or warranties given by Developer's contractor and by any subcontractors, and warranties obtained from the manufacturer of appliances and equipment as specified by said manufacturers, contractors and subcontractors, will be assigned by Developer to the Association and may be enforced by either the Association or the Unit Owner. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF THE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY FIXTURES, EQUIPMENT, APPLIANCES, PERSONAL PROPERTY, AND REAL PROPERTY AND IMPROVEMENTS THEREON IS MADE BY DEVELOPER.

34. Acceptance of Terms. The Association, by its execution of this Declaration, approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of conveyance as to their Units, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

35. Resident Manager's Unit. The Association is authorized to purchase one (1) Unit for the use of a resident manager(s) or Association employees. The mortgage payments, insurance premiums, property taxes, and all other expenses relating to said Units will be treated as a Common Expense so long as used for this purpose. The Board is further authorized to sell or lease any such resident manager's Unit, or to mortgage or otherwise encumber the same, and any proceeds derived therefrom shall constitute Common Surplus.

36. Pets. The Association shall have the right to establish in its Rules and Regulations the terms and conditions upon which pets may be kept or maintained by Unit Owners in their Units or on the Common and Limited Common Elements.

37. Maintenance By Developer. The Association shall keep the Common Elements in a neat and attractive condition at all times. In the event the Association fails to so maintain the Common Elements, the Developer shall have the right, but not the obligation, to go upon the Common Elements and to cut and remove tall grass and weeds; to remove rubbish and trash; and to do any and all other things necessary or desirable to maintain the Common Elements in a neat and attractive condition, all at the sole expense of the Association. The reasonable expenses of Developer incurred pursuant hereto shall be paid by the Association to Developer upon demand and shall constitute Common Expenses.

38. Captions. The captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

39. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

40. Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration or the Bylaws shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Fob James, Governor of Alabama, and James Earl Carter, President of the United States.

41. Interpretation. The provisions of this Declaration shall be liberally construed to effect its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

42. Blanket Mortgage. The entire Condominium Property, or some or all of the Units included therein, may be subject to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument duly executed by all of the Owners of the Units affected thereby, and any Unit included under the lien of such mortgage may be sold or conveyed subject thereto.

43. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the said Floyd Development Co., Inc. has caused this Declaration of Condominium to be executed by its President, Floyd B. Berman and witnessed by its Secretary, _____, all on the day and year first above written.

ATTEST:

By: Floyd B. Berman
Its President

Michael Berman
Its Secretary

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Floyd B. Berman and Michael Berman, whose names as President and Secretary, respectively, of Floyd Development Co., Inc., an Alabama corporation, are signed to the foregoing Declaration of Condominium, and who are known to me, acknowledged before me on that date, that, being informed of the contents of said Declaration of Condominium, they, as officers and with full authority, did execute the same voluntarily for and as an act of the said corporation on the day the same bears date.

Given under my hand and official seal on this the 27th day of November, 1979.

Thomas H. Homan
Notary Public

For a good and valuable consideration, the receipt whereof is hereby acknowledged, Brookwood Green Condominium Association, Inc., an Alabama not-for-profit corporation, its successors, for itself, and for an on behalf of its Members, hereby agrees to and accepts all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration, and the other Condominium Documents.

BROOKWOOD GREEN CONDOMINIUM
ASSOCIATION, INC.

Attest:

Shulamith Berman
Secretary

By: Floyd B. Berman
Its President

(Corporate Seal)

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that on this 27 day of November, 1979, before me personally appeared Floyd B. Berman and Shulamith Berman, President and Secretary, respectively, of Brookwood Green Condominium Association, Inc., an Alabama not-for-profit corporation, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal, the day and year above written.

Thomas H. Homan
Notary Public

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 22, Township 18 South, Range 2 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the SW corner of said 1/4-1/4 section; thence in an easterly direction along the southerly line of said 1/4-1/4 section, a distance of 273.63 feet; thence 91 degrees 46 minutes left, in a northerly direction, a distance of 438.68 feet to a point on the northeasterly right of way line of Old Alabama Highway No. 91, and the Point of Beginning; thence continue northerly on last described course, a distance of 593.09 feet to a point on the southerly line of Berman's Addition to Cahaba Heights, as recorded in Map Book 82, Page 15, in the Probate Office of Jefferson County, Alabama; thence 121 degrees 06 minutes right, in a southeasterly direction, along said southerly line, a distance of 228.05 feet; thence 96 degrees 06 minutes left, in a northeasterly direction, along said southerly line, a distance of 12.00 feet; thence 42 degrees 30 minutes right, in a northeasterly direction, along said southerly line, a distance of 220.00 feet; thence 112 degrees 30 minutes right, in a southerly direction, a distance of 1021.49 feet; thence 91 degrees 46 minutes right, in a westerly direction, a distance of 119.91 feet to a point on the northeasterly right of way line of said Highway No. 91; thence in a northwesterly direction along said right of way line and a curve to the left, having a radius of 766.6 feet, a distance of 456.39 feet; thence in a northeasterly direction along a line radial to last described point, a distance of 30 feet; thence in a northwesterly direction along said right of way line and a curve to the left, having a radius of 796.6 feet, a distance of 75.82 feet to the Point of Beginning.

Subject To:

(1) Reservations, conditions, easements, agreements, and all other provisions to be contained in or incorporated by reference in the Declaration, Articles and Bylaws of the Condominium.

(2) Restrictions upon the use of the property of the Condominium imposed by governmental authorities having jurisdiction.

(3) Mineral and mining rights.

(4) Right of way granted Jefferson County by instrument recorded in Real Volume 727, Page 743, in the Probate Office of Jefferson County, Alabama.

EXHIBIT "A"

(5) Right-of-way granted Alabama Power Company recorded in Volume 2894, Page 375; Volume 2445, Page 248 and Volume 4220, Page 21 in said Probate Office.

(6) Easement and right of way for the underground transmission and distribution of electric power and for underground communication service granted Alabama Power Company by instrument recorded in Real Volume 1715, Page 32, in said Probate Office.

(7) Other easements and rights of way for utilities and service and access roads serving the property of the Condominium, whether now existing or hereafter recorded.

(8) The lien for ad valorem taxes for the current tax year.

EXHIBIT "B"

BROOKWOOD GREEN
CONDOMINIUM

INDEX

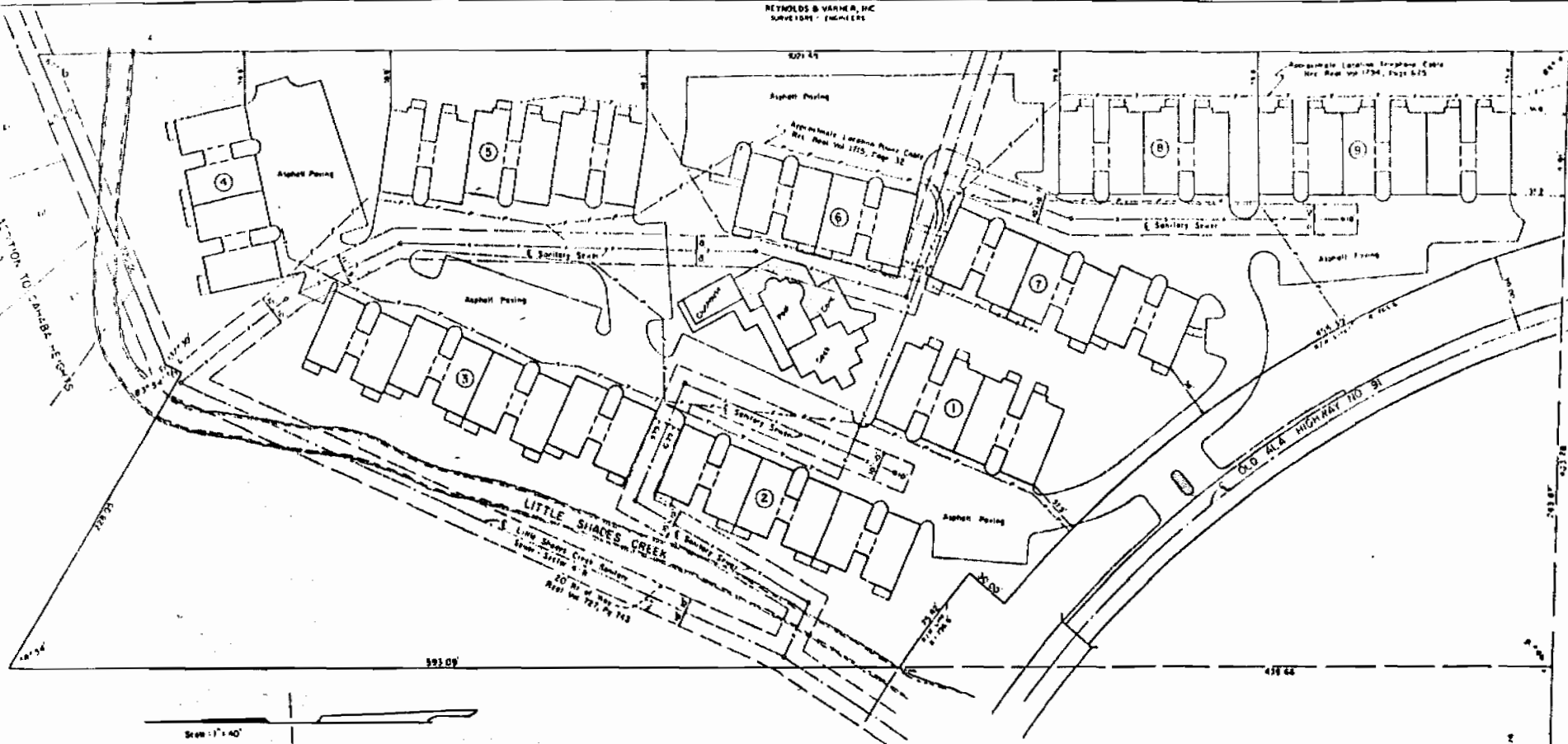
| TITLE | SHEET NO |
|--|-------------|
| SITE PLAN | SHEET NO. 2 |
| BUILDING PLAN NO. 1,2,4,6,8 | SHEET NO. 3 |
| BUILDING PLAN NO. 3,7 | SHEET NO. 4 |
| BUILDING PLAN NO. 5,9 | SHEET NO. 5 |
| TYPICAL UNIT NO. 1A,1B,2A | SHEET NO. 6 |
| TYPICAL UNIT NO. 2C,2B AND STORAGE AREA | SHEET NO. 7 |
| TYPICAL CROSS SECTION BUILDING 1,2,3,4,5,6,7,8,9 | SHEET NO. 8 |
| TYPICAL ENTRY COURT SECTION BUILDING 1,2,3,4,5,6,7,8,9 | SHEET NO. 9 |

UNIT COUNT

| BUILDING NUMBER | ONE BEDROOM 1BA UNIT (A) | ONE BEDROOM 1 1/2 BA UNIT (B) | TWO BEDROOM 2 BA UNIT (A) | TWO BEDROOM 2 1/2 BA UNIT (B) | TWO BEDROOM 1 1/2 BA UNIT (C) | TOTAL COUNT UNITS THIS BUILDING | TOTAL COUNT COVERED PARKING SPACES THIS BUILDING | ADDRESS NUMBER |
|---|--------------------------|-------------------------------|---------------------------|-------------------------------|-------------------------------|---------------------------------|--|--|
| | | | | | | | | |
| 1 | 4 | 4 | | | | 8 | 8 | MSJ411413913/135/55-131 |
| 2 | | | 6 | 6 | | 12 | 12 | 121204816,214 1211010806404 112100 |
| 3 | | | 8 | 8 | | 16 | 16 | 151 67 63 78 4 77 74 72 58 136 34 32 130 128 30 128 126 24 |
| 4 | | | 4 | 4 | | 8 | 8 | 170, 168, 166, 164, 62, 160, 158, 156 |
| 5 | 6 | | 6 | | | 12 | 12 | 171 69 67 65 63 61 59 57 55 53 51 49 |
| 6 | | | 4 | 4 | | 8 | 8 | 218, 216, 214, 212, 210, 208, 206, 204, 202 |
| 7 | | | 6 | | 6 | 12 | 12 | 222, 220, 218, 216, 214, 212, 210, 208, 206, 204, 202 |
| 8 | 4 | 4 | | | | 8 | 8 | 238, 237, 235, 233, 231, 229, 227, 225 |
| 9 | 6 | 6 | | | | 12 | 12 | 223, 221, 219, 217, 215, 213, 211, 209, 207, 205, 203, 201 |
| TOTAL | 20 | 14 | 34 | 22 | 6 | | | |
| TOTAL | | | | | | 96 | | |
| TOTAL COUNT COVERED PARKING SPACES | | | | | | | 96 | |
| TOTAL COUNT OPEN PARKING SPACES | | | | | | | | 96 |
| TOTAL PARKING SPACES COUNT RATIO, PARKING SPACES PER UNIT | | | | | | | | 1.00 |

A parcel of land located in the SW 1/4 of the NW 1/4 of Section 22, Township 19 South, Range 7 West, more particularly described as follows:

Corners at the SW corner of said 1/4-1/4 section thence in an easterly direction along the southerly line of said 1/4-1/4 section, a distance of 221.61 feet, thence 91° 42' left, in a northerly direction, a distance of 418.88 feet to a point on the westerly right of way line of US Highway No. 91, and the apex of bearing thence easterly northerly an east described course, a distance of 392.00 feet to a point on the southerly line of Section's Addition to Cobble Ridge, as recorded in Map Book 62, Page 15, in the Probate Office of Jefferson County, Missouri, thence 179° 06' right, in a southeasterly direction, a large said southerly line a distance of 235.74 feet, thence 300° 40' left, in a northeasterly direction, along said southerly line, a distance of 11.00 feet, thence 42° 23' right, in a northeasterly direction, along said southerly line, a distance of 220.00 feet, thence 113° 30' right, in a southerly direction, a distance of 1025.58 feet, thence 30° 44' right, in a southerly direction, a distance of 119.91 feet to a point on the westerly right of way line of said Highway No. 91; thence in a northeasterly direction along said right of way line and a curve to the left, having a radius of 166.5 feet, a distance of 156.39 feet; thence in a northeasterly direction along a line radial to land described point, a distance of 36 feet, thence in a northeasterly direction along said right of way line and a curve to the left, having a radius of 196.5 feet, a distance of 75.81 feet to the point of beginning.



Scale: 1" = 40'

THIS MAP, WITH THE EXCEPTED AREAS THEREON, IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AS MADE BY THE SURVEYOR AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

STATE OF ALABAMA
JEFFERSON COUNTY

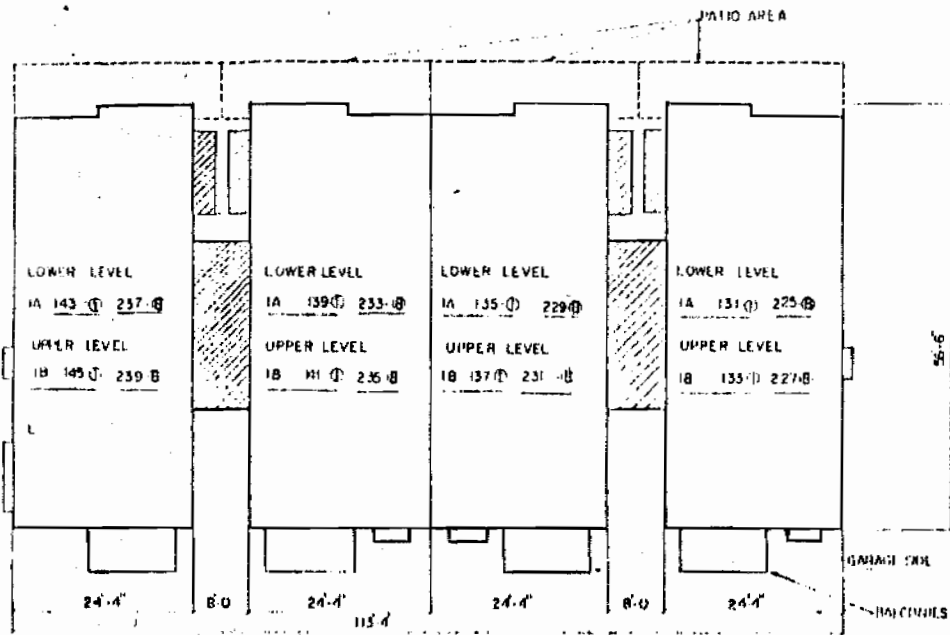
I, Milton R. Reynolds, a Registered Surveyor, do hereby certify that this is a true and correct plat or map of a parcel of land located in the SW 1/4 of the NW 1/4 of Section 22, Township 16 South, Range 2 West, more particularly described as follows: Commence at the SW corner of said 1/4 - 1/4 section; thence in an easterly direction along the southerly line of said 1/4 - 1/4 section, a distance of 273.63 feet; thence 91 degrees 46 minutes left, in a northeasterly direction, a distance of 438.68 feet to a point on the northeasterly R/W line of Old Alabama Highway No. 91, and the Point of Beginning; thence continue northerly on last described course, a distance of 593.09 feet to a point on the southerly line of Berman's Addition to Cobles Heights, as recorded in Map Book 87, Page 15, in the Probate Office of Jefferson County, Alabama; thence 121 degrees 06 minutes right, in a southeasterly direction, along said southerly line, a distance of 228.05 feet; thence 04 degrees 06 minutes left, in a northeasterly direction, along said southerly line, a distance of 42.00 feet; thence 42 degrees 30 minutes right, in a northeasterly direction, along said southerly line, a distance of 280.00 feet; thence 112 degrees 30 minutes right, in a southerly direction, a distance of 402.69 feet; thence 91 degrees 46 minutes right, in a westerly direction, a distance of 105.91 feet to a point on the northeasterly R/W line of said Highway No. 91; thence in a northeasterly direction along said R/W line and a curve to the left, being a radius of 176.6 feet, a distance of 456.39 feet; thence in a northeasterly direction along a line equal to last described point, a distance of 30 feet; thence in a northeasterly direction along said R/W line and a curve to the left, being a radius of 176.6 feet, a distance of 75.87 feet to the Point of Beginning.

The buildings on said premises are within the lines of same, and there are no visible encroachments of buildings, rights of way, easements or joint highways over or across said land except as shown; there are no visible encroachments by electric or telephone wires including wires which bear the poles and/or structures or supports therefor, including poles, anchors and guy wires, on or over said premises except as shown.

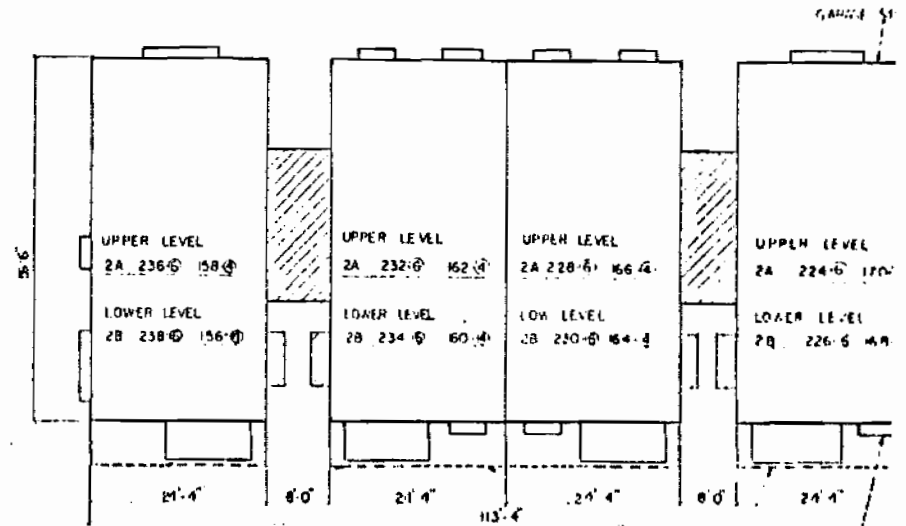
According to my survey the 11th day of November, 1979

Milton R. Reynolds
Reg. No. 2081

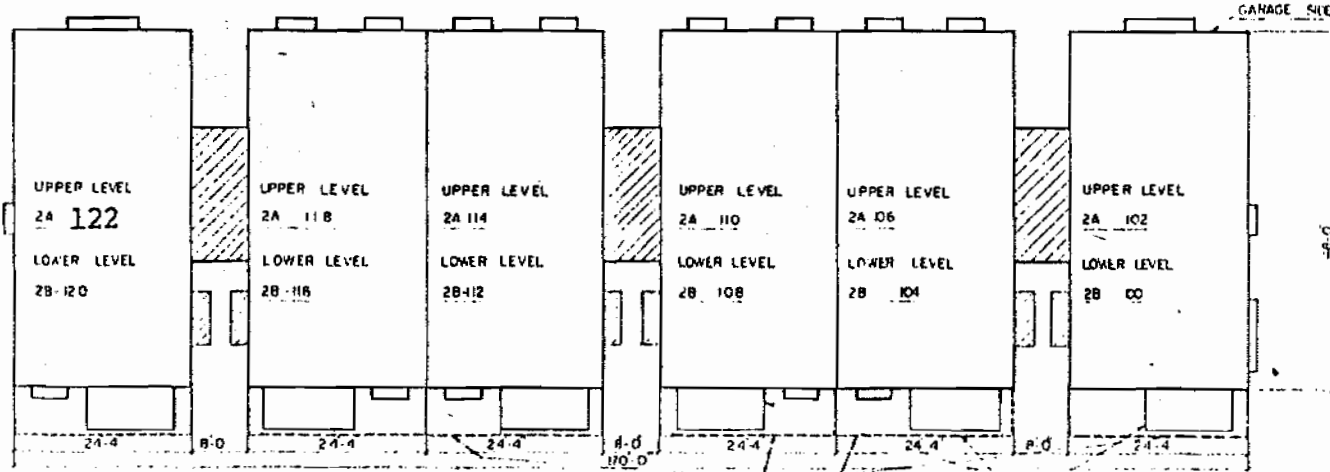
S.M. SWING-NEVINS
S.E. 1/4 - 1/4 - 20
279.63



BUILDING PLAN NO. 1 (B)



BUILDING PLAN NO. 4 (6)

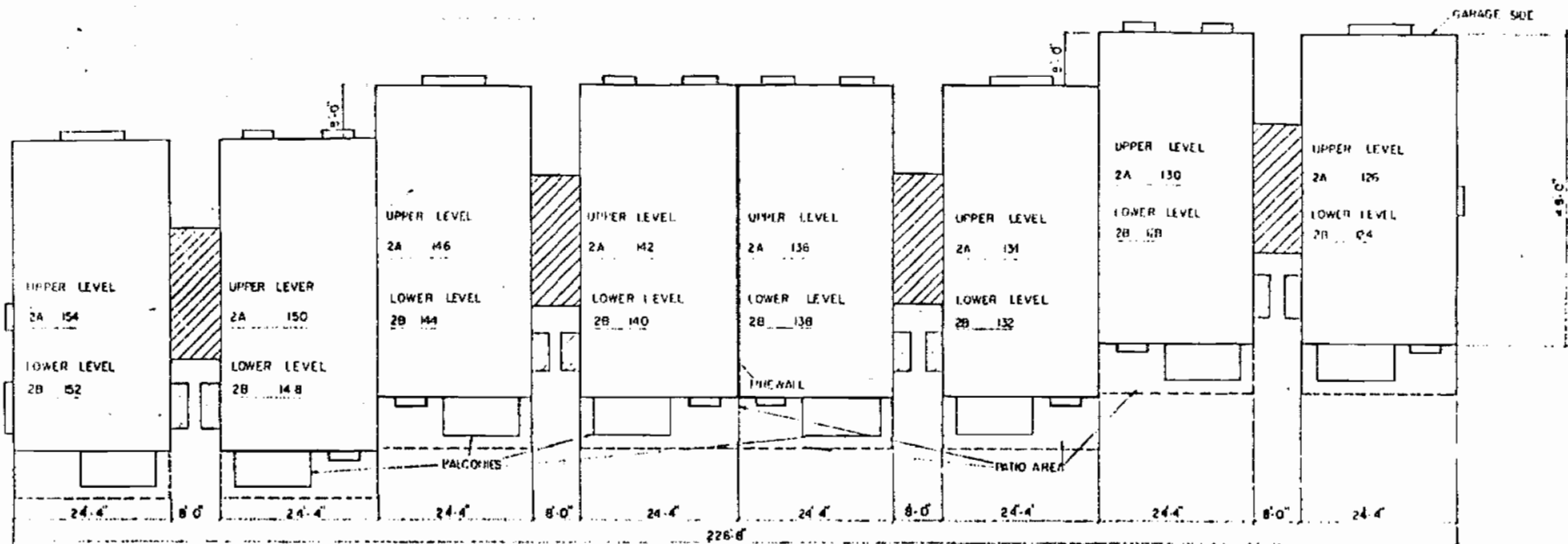


BUILDING PLAN NO. 2

NOTE SHADED AREA DENOTES COMMON ELEMENTS
 NOTE PATIO AREA LOCATIONS APPROXIMATE, EXHIBITION'S LAYOUT FIXED BY ORDINANCES AND REGULATIONS

BROOKWOOD GREEN
 CONDOMINIUM

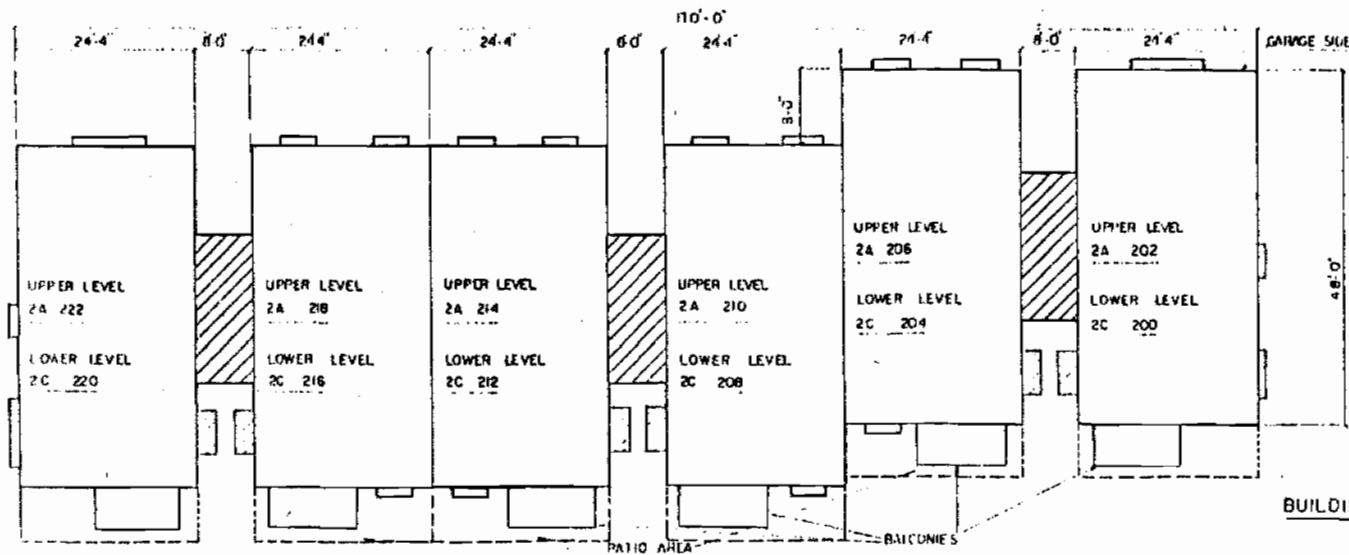
THIS PLAN AND SPECIFICATIONS ARE SUBJECT TO THE APPROVAL OF THE BOARD OF APPOINTMENT AND CONSTRUCTION DOCUMENTS. THE ARCHITECT'S OFFICE IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.



BUILDING PLAN ⑥

NOTE SHADED AREA DENOTES
COMMON ELEMENTS

NOTE PATIO AREA LOCATIONS
APPROXIMATE
DIMENSIONS MAY BE
FIXED BY RULES
AND REGULATION



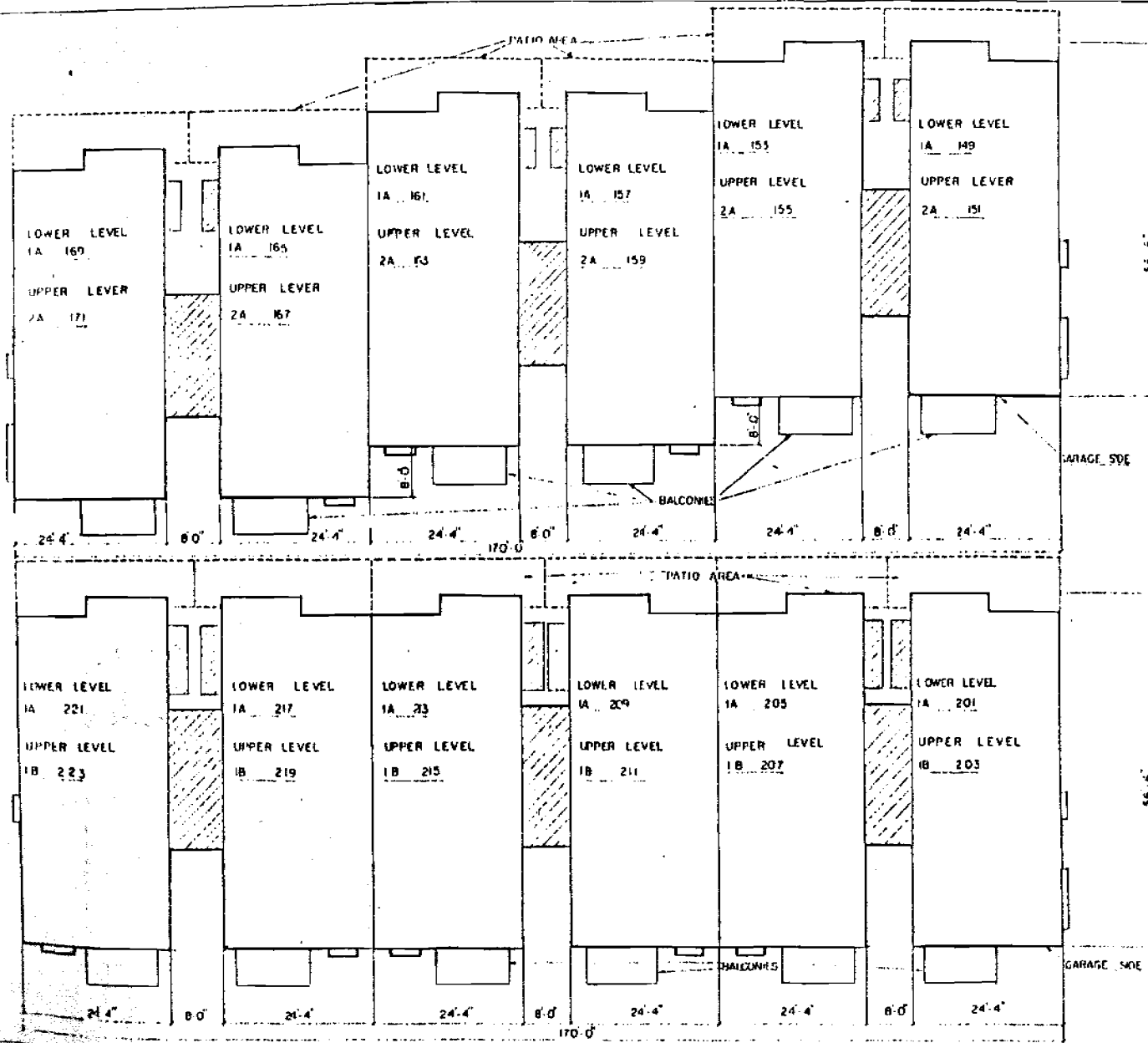
BUILDING PLAN ⑦

**BROOKWOOD GREEN
CONDOMINIUM**

This is a true and correct description
of built conditions based on my field
observation and construction documents

FIELD, WOFFER & FLOSSER, INC.
ARCHITECTS AND ENGINEERS

[Signature]
DATE: 11/11/1988



BUILDING PLAN ⑧

NOTE: PATIO AREA LOCATIONS APPROXIMATE. DIMENSIONS MAY BE FIXED BY TOLERANCES AND REGULATIONS.

NOTE: SHADED AREA DENOTES COMMON ELEMENTS.

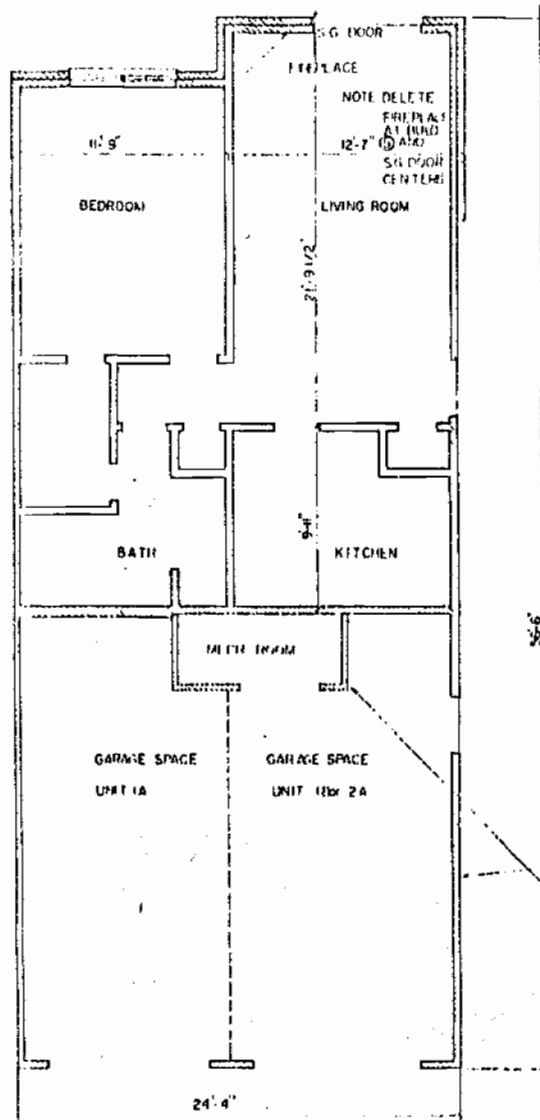
THIS SET OF PLANS AND SPECIFICATIONS OF THIS CONDOMINIUM IS BASED ON MY OBSERVATION AND CONSTRUCTION OF THE PROJECT.

KEE, WOODEN & STUBBS, INC.
ARCHITECTS AND ENGINEERS
BY *[Signature]* DATE 12/15/2011

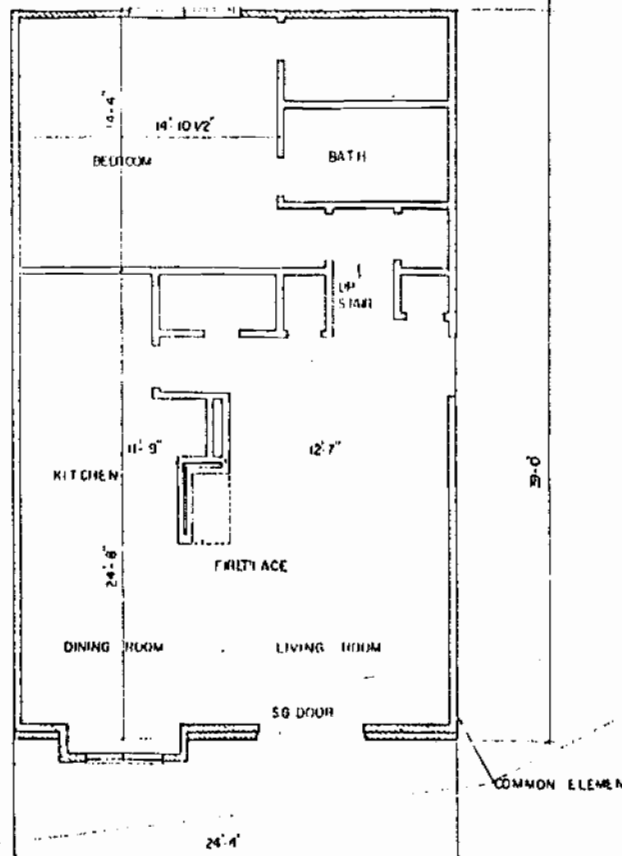
BUILDING PLAN ⑨

BROOKWOOD GREEN
CONDOMINIUM

TYPICAL UNIT 1A



TYPICAL UNIT 1B

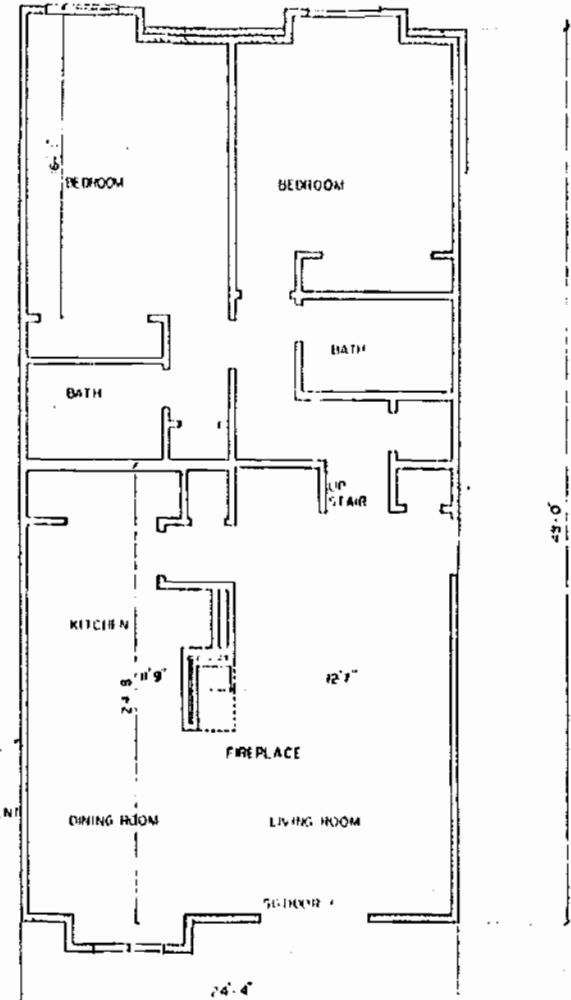


NOTE ARCH ROOM VARIES IN SIZE FROM BUILDING TO BUILDING.

This is a true and correct description of built conditions based on my field observation and construction documents.
 RICH, WILSON & BLODGETT, INC.
 ARCHITECTS AND PLANNERS
 1000 15th St., N.E.
 Atlanta, Ga. 30309

BROOKWOOD GREEN CONDOMINIUM

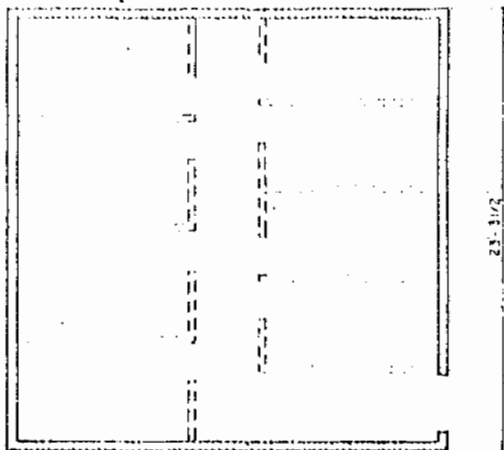
TYPICAL UNIT 2A



NOTE SHARED AREA DENOTES COMMON ELEMENTS

NOTE SEE BUILDING PLAN FOR WINDOW VARIANCES AT END UNIT AND GARAGE SHARED COMMON WINDOWS

TYPICAL STORAGE AREA



NOTE: SERIAL KEY CYCLES
VALVE IS
NOT APPLICABLE
IN BUILDING
CONCRETE

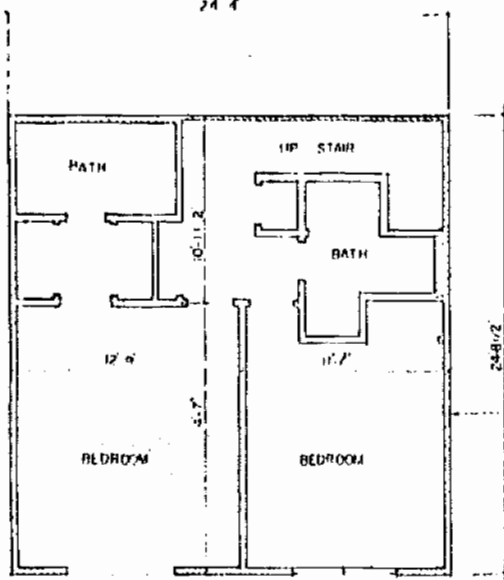
This is a true and correct description
of building conditions based on my field
observation and construction documents.
FRANK, MILLER & BOESER, INC.
ARCHITECTS AND ENGINEERS
By *[Signature]* 20
Rochester, N.Y. 14620-1485

BROOKWOOD GREEN
CONDOMINIUM

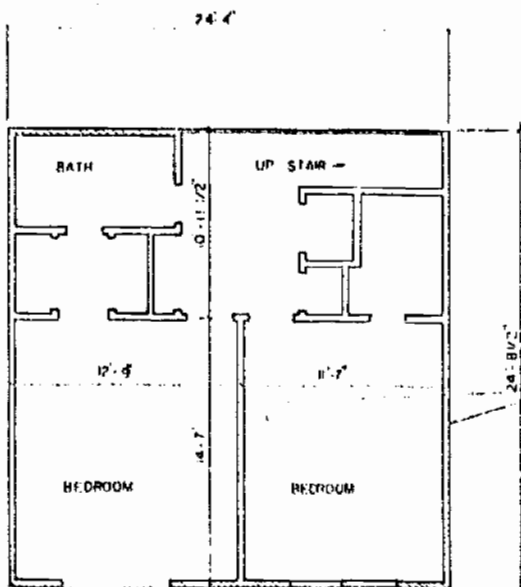
NOTE: SHADED AREA
DENOTES
COMMON
ELEMENTS

NOTE: SEE BUILDING
PLAN FOR POSSIBLE
WINDOW VARIANCES
AT END UNIT

NOTE: MECH ROOM VARIES
IN SIZE FROM
BUILDING TO
BUILDING



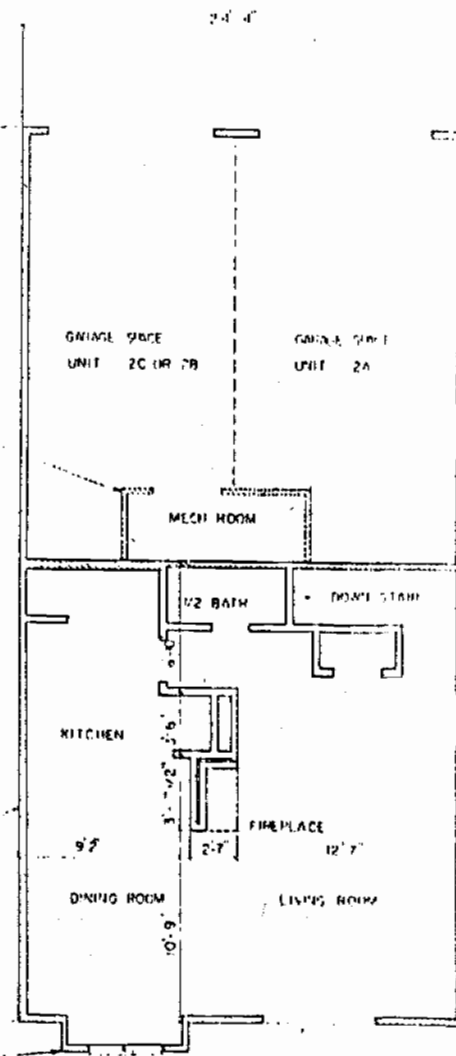
TYPICAL UNITS 2B
LOWER LEVEL



TYPICAL UNITS 2C
LOWER LEVEL

COMMON ELEMENTS

NOTE: BUILDING
MECH
WINDOW
DOES NOT
CANTILEVER



TYPICAL UNITS 2B & 2C
LOWER LEVEL

RULES AND REGULATIONS
OF
BROOKWOOD GREEN CONDOMINIUM

This instrument prepared by
JEROME K. LANNING
1212 BANK FOR SAVINGS BL
BIRMINGHAM, ALABAMA 3

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BROOKWOOD GREEN CONDOMINIUM

RULES AND REGULATIONS

Section 1. Condominium Documents: These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Brookwood Green Condominium, and the Articles and Bylaws of the Brookwood Green Condominium Association, Inc. Capitalized terms used in these Rules are defined in the Declaration.

Section 2. Residential Use: No part of the Condominium Property shall be used for other than residential use and the related common purposes for which Condominium Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Unit Owner from:

(a) Maintaining a personal or professional library in his or her Unit.

(b) Keeping personal business or professional records or accounts therein.

(c) Handling personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions. All use of the Condominium Property and any Unit therein shall conform to applicable zoning and other ordinances, laws and regulations of State, County and municipal authorities having jurisdiction. *

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units. The Association and the Board, and their authorized employees and representatives, shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, or any portion thereof.

Section 3. Nuisances: No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit 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.

Section 4. Maintenance and Repair: Each Unit Owner shall maintain his or her Unit in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done therein which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. No structural alteration, construction, addition or removal of any Unit or Common Elements shall be commenced or conducted except with the prior written consent of the Board. *

Section 5. Trash Disposal: Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in sealed plastic or other waterproof bags of sufficient strength to withstand commercial handling, or as maybe prescribed from time to time by the Board. Trash will be picked up twice weekly, and sealed trash bags should be placed inside the garage areas by 8:30 A.M. on the days designated by the Board for pick-up.

Section 6. Rights of Developer: Until all of the Units have been sold and occupied by the purchasers the Developer may use and show one or more of such unsold or unoccupied Units as a model apartment or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 12 of these Rules.

Section 7. Storage: Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the entry walks, stairs, including stairs leading to the decks of the respective Units, or balconies, or in the garage or patio areas, or in any of the common areas, except in such storage area as may be specifically designated for the respective Unit Owners by the Board; provided, however, that cycles, stacked wood or other articles approved by the Board may be stored on patios, or in the rear recessed portion of the garage areas. Any Owner desiring to utilize the rear recessed portion of the garage area for the storage of other articles shall first enclose the same behind an architecturally compatible wood enclosure approved in advance by the Board. No clothing, rugs, sheets, blankets, or other laundry or articles shall be hung or exposed from windows, balconies, decks or other common areas of the Condominium Property except when specifically approved by the Board.

Section 8. Electric Wiring: No Unit Owner shall overload the electric wiring in the Buildings.

Section 9. Clubhouse: The clubhouse is open to residents and their guests at any time between 10:00 A.M. and 10:00 P.M., or such other hours as may be fixed from time to time by the Board, except for private parties where the clubhouse shall have been reserved in advance as hereinafter provided. The following rules apply to use of the clubhouse:

9.1 No one under 16 years of age is allowed in the clubhouse unless accompanied by an adult, except for the use of bathroom facilities using outside entrances.

9.2 The clubhouse must be reserved in advance for private use by a resident. A \$50.00 damage/cleanup deposit is required in each case, which will be refunded after the occasion provided there is no damage or required cleaning. It is the resident host's responsibility to leave the clubhouse exactly as he or she found it. That is, all furniture must be in place, trash removed, doors locked, and other cleaning completed by 10:00 A.M. of the day following the reservation. Failure to leave the clubhouse clean after use will result in the damage deposit being retained to pay for professional cleaning necessary to maintain the clubhouse appearance. Should damage occur during a private party greater than the \$50.00 deposit the host resident is liable for the remainder, to be paid in full within ten (10) days.

9.3 Checks for clubhouse deposit must be made out to Brookwood Green Condominium Association, and arrangements for private parties should be made with the Architectural and Grounds Committee of the Association.

Section 10. Swimming Pool: The Jefferson County Health Department regulates the operation and use of the Brookwood Green pool. Many of the following rules and regulations are those of the Health Department. Non-compliance with such rules and regulations may result in suspension of pool operation or the owner of the pool (Brookwood Green Condominium Association) being fined, or both. All rules and regulations are for the purpose of ensuring maximum safety and pleasure for Unit Owners and their guests.

10.1 All persons using the pool or pool area do so at their own risk and responsibility.

10.2 All cups, bags, napkins, cans, etc., must be properly disposed of in a trash receptacle.

10.3 Pool hours are 10:00 A.M. to 10:00 P.M. daily. Employees clean the pool and add chlorine before 10:00 A.M. Swimming before that hour may violate county health regulations.

10.4 All children under twelve years of age must be accompanied by an adult swimmer specifically responsible for the child.

10.5 Proper swimming apparel only is permitted. Children in diapers are not allowed in the pool at any time. All bathing suits must be hemmed - - no frayed blue jeans or other such apparel.

10.6 No glass, ceramic, or other breakable containers are allowed in the pool or patio area.

10.7 Use is limited to residents, their personal guests (accompanied by a resident), and to non-resident Unit Owners.

10.8 All persons using the pool are requested to use non-oil lotion.

10.9 Running, pushing, wrestling, splashing, or the creation of undue disturbance in or about the pool area will not be allowed.

10.10 Floats, rafts, ball playing, water games, etc., are only permitted in the pool when it is not crowded.

10.11 No pets are allowed in the pool area.

10.12 Hair pins must be removed before entering the pool.

10.13 Please use ash trays for cigarettes.

10.14 The doors to the pool area must be closed at all times except for ingress and egress.

Section 11. Pets:

11.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium Unit, or upon any Common Elements, except that this shall not prohibit the keeping of a well-behaved, orderly dog or cat and/or caged birds as domestic pets provided they are not kept or maintained for commercial purposes or for breeding.

11.2 Pets shall not be leashed or otherwise left on balconies, in garages or outside doors unattended for any extended period of time where they could become a nuisance to residents.

11.3 Pets shall not be permitted upon the common areas of the Condominium Property unless they are carried or leashed. Pets should be taken to adjoining woods or perimeter grass areas out of the way of sidewalks and pedestrian traffic to attend to their natural needs. Any resident who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Condominium and each of its Members, and their tenants, guests and employees, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the condominium project.

11.4 Pet owners are responsible for cleaning where pets foul the common areas. Such fouling shall not be permitted to accumulate but shall be cleaned immediately.

11.5 Pets are never allowed in the pool area or clubhouse.

11.6 Pets shall be registered with the Board and innoculated annually as required by local law. The Board shall have the right to order any person whose pet is a nuisance to remove such pet from the premises upon three (3) days prior written notice.

Section 12. Signs: No signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or the Common Elements without the prior written consent of the Board, or its agents, and under such conditions as may be established. The provisions of this subsection shall not be applicable to the institutional holder of any first mortgage which comes into possession of any Unit by reason of any remedies provided by law or in such mortgage or as a result of a foreclosure sale or other judicial sale or other proceeding, arrangement or deed in lieu of foreclosure.

Section 13. Parking and Driving:

13.1 The maximum speed limit on the Condominium Property is 15 miles per hour. All traffic regulations must be observed by each Owner, Owner's family, guests, tenants, or employees of an Owner.

13.2 One non-reserved parking space is reserved for each Unit. Vehicular parking on the Common Elements may be assigned by the Board for the use by the Owners of particular Units.

13.3 Any illegally parked vehicle will be towed away at the owner's expense.

13.4 No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twenty-four hours without the express permission of the President of the Association and no vehicle repair other than washing and waxing 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.

13.5 Motorcycles shall not be driven on the Condominium Property except for ingress to or egress from a resident's Unit.

Section 14. Common Areas:

14.1 Only authorized maintenance personnel are allowed to adjust water valves, sprinklers, pool valves, light timers, or other common area equipment.

14.2 Any damage to Buildings, recreational facilities, equipment, or other common areas caused by an Owner, his guest, his tenants, or his pet shall be repaired at the expense of the Owner.

14.3 Children are to play only in those common areas designated for play, other sodded areas, and on sidewalks. Children should not ride tricycles, skateboards, etc., in the streets or parking areas.

Section 15. Solicitors: Door to door soliciting is not permitted without written consent from the Board, in which case the solicitor will carry a card of authorization signed by one of the Directors. Residents should notify one of the Directors in the event unauthorized solicitors call.

Section 16. Association Management:

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

16.2 No Owner shall request or cause an employee of the Association, or of any management concern employed by the Association, to do any private work except as authorized in writing by the Association.

Section 17. Litter: No burning or any trash and no unreasonable or unsightly accumulation or storage of litter, new or used building materials, toys, furniture or trash of any other kind shall be permitted within or outside any condominium Unit, or within the garage and patio areas, or upon any of the Common Elements.

Section 18. Structures: No structure, trailer, tent, pethouse, fence, shack, or other improvement shall be placed or maintained upon any of the Common Elements; provided, however, that architecturally compatible awnings or small greenhouses may be erected on the patio areas after first securing the Board's approval in writing. Outdoor clothes lines shall not be maintained upon any Common Elements at any time.

Section 19. Antennas: A marter television antenna system is furnished and available for the use of all Unit Owners as a part of the Condominium Property. No other outside television, radio CB or other aerial or antenna for reception or transmission shall maintained upon any condominium Unit or upon any of the Common Elements.

Section 20. Balconies and Patios: Nothing shall be stored upon any balcony or patio. The cooking or preparation of food is permitted upon any balcony provided the following safety precautions have been taken: (a) at least one adult resident is in attendance; (b) the cooker is placed a sufficient distance away from the balcony walls to resist fire or smoke stain; (c) a fire extinguisher or other means of extinguishing the cooker is readily available should a problem occur; and (d) fire is properly extinguished after use (under no circumstances is a cooker to be left burning or "warming" while no one is at home).

Section 21: Drapes: Drapes or shades shall cover windows in individual condominium Units and shall be neutral/white or completely lined in a neutral/white color. No aluminium foil, black light effects or the like are allowed.

Section 22. Painting and Landscaping: Unit Owners shall not paint, stain or otherwise change the color of any exterior portion of any Building; nor shall any individual planting or landscape alterations be allowed, except upon the patio area appurtenant to a Unit, without the prior approval of the Board.

Section 23. Access: The Board or its designated agent may request access to individual Units for use in emergency situations and/or for repairs. The Unit Owners must provide this access on request.

Section 24. Roofs, etc.: No one, other than those authorized by the Board, shall be allowed on any roof area, or any portion of the Condominium external structures (including fences, retaining walls, etc.).

Section 25. Supplemental Rules: There shall be no violation of any of these Rules or Regulations, or of the terms and provisions of the Condominium Documents, or other supplemental Rules which may from time to time be adopted by the Board and promulgated among the membership in writing, and the Board is hereby and elsewhere in the Condominium Documents authorized to adopt such supplemental Rules. 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.

Section 26. Bylaws: The following provisions contained in Articles VII and VIII of the Bylaws with respect the Use And Occupancy Restrictions, and Rules and Regulations, are set forth below:

"ARTICLE VII

Use and Occupancy Restrictions

The use of the Units and the Condominium Property shall be in accordance with the terms of the Declaration, and the Rules and Regulations from time to time established by the Board."

"ARTICLE VIII

Rules and Regulations

Section 1. Authority and Enforcement. The Board of Directors shall have the authority to make and to enforce reasonable Rules and Regulations governing the conduct, use,

and enjoyment of Units and the Common Elements, provided that copies of all such Rules and Regulations be furnished to all Owners. The Board shall have the power to impose reasonable fines which shall constitute a lien upon the Unit and to suspend an Owner's right to use the Common Elements and to vote for violation of any duty imposed under the Declaration, these Bylaws or any Rules and Regulations duly adopted hereunder.

Section 2. Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violation of rules unless and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** Within twelve months of such demand; if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard 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 officer or director who

delivered such notice. The notice requirement shall be deemed satisfied if a violator 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."

Section 27. Late Charge: A late charge penalty may be assessed, in the discretion of the Board, for each Assessment payment which is delinquent for ten (10) days or more.

Adopted by the Board of Brookwood Green Condominium Association on _____, 1979.