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DECLARATION OF CONDOMINIUM THE BROOKES, A CONDOMINIUM AT AUBURN

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A L I N E S S E I E

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that certain real property situated in Lee County, Ala more particularly described on Exhibit A attached to the Declaration, together with the improvements thereon and the Developer in fee simple absolute to the provisions Condominium Ownership Act of Alabama to be held, convening the content of the covenants, configurated, encumbered, leased, rented, used, occupi improved and in any other manner utilized subject to the provisions of said Act and subject to the covenants, corestrictions, uses, limitations and affirmative obligations in this Declaration, all of which are declared and the division thereof into condominium ownership and which shall run with the land and shall be binding on (including Owners as hereinafter defined) having or acceptant title or interest in said property or any part and shall be for the benefit of each Owner of any port of and be binding upon each successor in interest to the content of any port of any benefit of each Owner of any port of any benefit of each owner of the content of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner of any port of any benefit of each owner. upon ated xhib 405 part thereof y portion of e to the bene t to the Owne or accor. conveyed, coupied, to the o ≥ o thi ondit. u E d p of par ū ហ 'n 0 **5** 0 a L T T 0 Φ Ü μÖ u tri sa 6 G T ies any ₩. ğ ת ה ã ₽. α 10

ARTICLE I

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Each Private Element shall include all non-structural interior partition walls located within the boundaries of the Private Element excepting such part as may comprise part of the Common and floors, including wallpaper, paint, interior brick surface, lathe, wallboard, plaster, carpeting, flooring and other finishing cabinets, all immediately visible fixtures, appliances, kitchen of the Private Element and sewage pipes located within the boundaries the mechanical systems and installations providing electrical power, gas, water, heating and air conditioning service to the such equipment may be located outside the boundaries of the equipment may be located outside the boundaries of the Private Element, provided that no pipes, wires, conduits, ducts, flues, shafts and other facilities situated within such Private Elements or the Common Elements struated within such Private Private Element; and provided further that no wall boundaries of the Private Elements or the Common Elements shall be deemed to be a or column providing structural support and located within the Private Element. and 1 3 ب ا 5 Λ ጥ Þ ທ

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- any Private Element or Common Element encroaches on any other Private Element or Common Element encroaches on any other deviation from the Plan in the original construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Private Eleme or Common Element stands. A valid easement shall not relieve an Owner of liability for his or his agent's negligence or intentior agents or employees. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of reconstructed or repaired, encroachment of parts of the Common Elements or Ommon Elements resulting from such constructed, reconstruction or repaired, encroachment of parts of the Common Elements or Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand. Þ ыникын Œ t t S CT ct gr O S D O
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- of all record Owners of the Units. Cassociation shall be established by rof Lee County, Alabama, the deed or of Lee County, Alabama, the deed or orecord title to a Unit of the Condomito the Association of a certified copowner designated by such instrument to Owner and a member of the Association Owner shall thereby be terminated. A tenants and occupants of the Unit sha comply with the provisions of the Decthe Rules and Regulations, as the sam to time. The vote for a Unit shall be thereof or the duly authorized proxy manner provided in the By-Laws. Each one vote for each Unit owned by him. 0<0000m0m0 s of the A
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beginning of each calendar year, the Board of Directors of the Association shall establish an annual budget for such calendar year, and such budget shall project the Common Expenses for the forthcoming year which may be required for the proper operation, reasonable allowances for contingencies and reserves therefor, accordance with the Act and this Declaration. Said budget shall take into account any projected anticipated income which is to be an assessment each year. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget year shall be delivered to each Unit Owner and the assessment for sail to deliver a copy of said budget to eath Unit Owner for such assessment. She of said Board of Directors at any time determine in the sole discret the Board of Directors at any time determine in the sole discret prove to be insufficient for any reason including emergencies an non-payment of any Owner's assessment, the Board of Directors shall have authority to levy such additional assessments as it shall deem necessary in accordance with the applicable provision of the Condominium Documents. The initial projected and estimat annual maintenance budget for the Condominium Property is attach or, in shall to be d as et by udget r said failure ludar the tho U L m m m m m u sions imate N H Should metical may and H-⊃ O գ գ Œ

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- formance; No Waiver. Failure of the Association to Insist on Strict Perone or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve waiver or a relinquishment from the future performance of such condition or restriction but such term, covenant, condition or restriction but such term, covenant, and the Association of the breach of any assessment from an Owner with knowledge of the breach of any assessment from an Owner deemed to be a waiver of such breach and no waiver by the Association of any covenant hereof shall not be association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of
- gagees hereunder, neither the Owners nor the Board of Directors of the Association nor their use of the Condominium Property or tion of the contemplated improvements and sales of the Units in completed all of Developer's contemplated improvements and sales of the Units in the sales of all of such Units. Subject to the rights of the Mortgagees hereunder, the Developer may make such use of the unpletion and sale, including, but not limited to, maintenance of alloweloper expressly reserves the right to lease any Unit the Condominium Property and the Developer and the right to the right of the Units therein, the display of signs thereon and therein. The may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such lease. com-O) (D א מו ה סוב ב it En עם כח æ Á in

ARTICLE VII

RIGHTS OF MORTGAGEES

- shall have the right to be given ciation of (a) any sixty (60) da Unit covered by the Mortgage in any other provision of the Condo covered by the Mortgage; (b) any Elements if such loss or taking Unit covered by its Mortgage if \$1,000; (d) any condemnation of nium Property; (e) a lapse or cation of any insurance policy or Association; and (f) any propose of a specified percentage of Mor given written notification to give the Owner ge in the payment of assessme Condominium Documents of the continum Documents of the sking exceeds \$10,000; (c) dayed if the amount of such dame or cancellation or materially or fidelity bond maintaine opposed action that requires of Mortgagees. damage damage the Condital modifial modifiained by res the Conditations of the Condita y More ye exect de Condomi l modifica led by the the cr O 33 0 \$ 0 ສັ (A 11 11 the A the s or nit Comm DO ō to to æ 11000 b (n (A) 0
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Board of Directors of the Association shall incl reserve fund for maintenance, repair and replace Common Elements that must be replaced on a perious shall be payable in regular installments rather assessments. A working capital fund shall be est months assessment at the time of closing of the gof his Unit.

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- any Unit, including, but not limited to, the lien created hereunder upon assessments under Section 4.07 hereof, and the right to foreclose the same, is and shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by, any Mortgage upon such interest made in good faith and for value and recorded prior to the creation of the lien hereunder, may be a lien created pursuant to Section 4.07 hereof on the closure sale to secure as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date shall have the same effect and be enforced in the same manner CL O ā i⊣ o ind tre
- or or or or or or or gran gran gage he see sign Spin Tu To To Commo the SMP rt (b) No provision of this Das or the Rules and Regulation of the Rules and Regulation of the Mortgagees of the Unit Owner, or to any other case of distribution to Condemnation awards for Lower Elements or any portion 0 Ω s Decla ations other personal ounits to Unit r losses es ct is aration, the Art shall be constreated party any prior serious pursuant to the towners of the es or a taking operate. ñ arat sha par rticles,
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- holder this Ar notice fied ma its add holds a with su may be the not 7.05. Request for lder of any Mortgage is Article VII to be tice of such fact upoed mail, addressed to address stated hereds a Mortgage or ider be held by it. Said notices are to be qi Request for Protection by Mortgagees. Whenever the applicable to it, it shall serve written the fact upon the Association, by registered or cert stated herein, identifying the Unit upon which it ent pertinent facts to identify any Mortgage which by it. Said notice shall designate the place to which are to be given by the Association, to such Mortgage чт. эц., т. 40 m 3

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ARTICLE IX

CONDEMNATION

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Tof all Unterpactions her hair, rt > the vert and in dia 92 Ownd n t 0 J H. IT ū TH HO a C) (D) **Δ** 0 pe e ap: al en ï āř arat Carat s may call r and vote Condominity aration are for the Act l of the Act l of the Cpproved by (67%) of the (67%) of the name c the name c terminatic and onits and onits and OHW 0 0 \ n ő 10 p Lest and/o n di les les $\mathbf{a} + \mathbf{a}$ St Out to to ほおの **@** |--S Œ н ままをし **O** • d in d e H ondominic the affi ne Owners æ - 🔪 Ò on and partion subject on shall the Unithan siless that 0 C D ir al own: ad Qd н 8. If Gua Bee J less the (the (rtgage ice giv plan (ct to ill be Unit C remova) n sixt 7 4 9 Σ ct m in the O 7 irm abo O Th O ım Pr rt u þ 0 = Œ J > < 0 Б Owner: Œ O of condominium termination as authorized to PHH ion ion of of . 0 rt 1 V 0 B OB SEVE ø Pe O D IT IT JU 0 2 2 Ħ Unit ii ii m th tr ū VOE Ce S Pu Š ū jo æ F. 5 G perce seven and the (χď of the Ę ב Ō ct Prop With P- 17 0 0 of E JO E 0 ۵ G C and < Œ 'nğ **⊢**. ₪ ב ה d g ä 4 שלח CT TI 400 ct 9 9 9 0 3717.00 λq σ o K

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demnity which may be due under any to the Owners of the Units and thei tive interests may appear, such dis Owner of each Unit in accordance wi in the Land and remaining improveme assets of the Association upon term minium ownership created by this Detributed to the Owner of each Unit respective interests may appear, in provided for the distribution of an **DPHOHMETH** r any policy of casualty their respond their Mortgagees as their respond to be made to the new with his then undivided interovements as herein provided. To termination of the plan of conhis Declaration shall then be diffusit and his Mortgagee, as their ar, in the same manner as is abcompany final insurance indemnit ded.
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event of this Declaration by Unanimous Consent lished herein being terminated as provided aboand said plan of condominated by the unanimous consent of all Owners oparties holding Mortgages, liens or other encuany of said Units, in which event the terminate nium Property shall be by such plans as may be adopted by said Owners and parties holding any or other encumbrances. Such election to terminate tion and the plan of condominium ownership est shall be executed in writing by all of the afterecordable form, and such instrument shall be probate Office of Lee County, Alabama. ondomi ens, Ter Terti HBOD ₽žī

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12.03. Status of Unsold Units.

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- above, no assessments shall be imposed by the Association 4.02 the Developer as the Owner of unsold Units until such time as the Unit Owners other than the Developer are entitled to elect the Board of Directors of the Association as provided in Section 12.03 above. During such period, Developer shall be responsible for the Common Expenses of the Condominium Property, except that the Developer shall be entitled to use and apply to the payment of such Common Expenses any and all assessments made against the Unit Owners other than Developer and collected by the Association for the maintenance, repair and operation of the Private Elements of the unsold Units. for the d D 9 בו יכ n a 0
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 on prior to the passage of the peveloper pursuant to Some professional management at the Developer, its succession or entity) shall provide the passage of control of the passage of control of the constant to Section 12.01 about management of the Condominger, its successors and assignable provide the following: A CHA the Associ above (incl minium Prop signs, or a ed b ia-lud lud any U H
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ARTICLE XIII

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- 13.01. Rights and Powers of S rights and powers reserved to or ex under the Condominium Documents or any successor or assignee of the Defrom the Developer by foreclosure of in lieu of foreclosure or (ii) to wassigns such rights and powers. of Successors
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and WITNESS seal 9 WHEREOF the day, the and Developer Year first has above ber written. in in in rt 'n

By: Mathie L. Eddleman, Partner	By: Billy D. Eddleman, Partner	By: Corge B. Joheman Partner	JUNEMAN/EDDLEMAN DEVELOPMENT CO., an Alabama general partnership
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Alabama tion of such and Пe whose 9 foregoing partner, s date. I, County na general partnership, is sign of Condominium, and who is know this day that, being informed oregoing Declaration of Condomi partner, executed the same voluname KINIOS y in said partner State / /hereby certify uneman/Eddleman Condominium voluntarily known signed OF. tify that George Ö the Ö Be, i i ιτ Τ': contents he in his 9 acknowl FOREGO 17 17 17 17 ent Co., an going Declara-Weledged before S of the above S capacity as date the same С В Juneman

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STATE OF ALABAMA

whose na Alabama tion of such bear: and Ħe said 9 foregoing h partner, rs date. County this name name as partner of Juneman/Eddla general partnership, is signe f Condominium, and who is known this day that, being informed oregoing Declaration of Condominartner, executed the same volun said State, hereby constants of Juneman/Eddleman to Condominium, me voluntari signed known t certify O_F ď ify that Billy D. Eddleman, nan Development Co., an to the foregoing Declarato me, acknowledged before the contents of the above um, he in his capacity as um, he in the date the same the

,Given ∵day < of Wh hand 1d and 1985. O m 'n <u>a</u>] ů, 0 1-1h 100

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and for said County in said State, hereby certify the Eddleman whose name as partner of Juneman/Eddleman Co., an Alabama general partnership, is signed to the Co., an Alabama general partnership, is known to me, before me on this day that, being informed of the cabove and foregoing Declaration of Condominium, he as such partner, executed the same voluntarily on the case of th tary Public in that Douglas D. I that Douglas D. I the foregoing ne, acknowledged contents of the le in his capacity the date the

Given Jay under /hand and // 1985. official seal S E 0 ffice this

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bering the real of Condominium of the execution of of establishing The Brookes, a C 8-7 of the Code Developer, and d the terms, coven of Condominium, ordinate tion of (establishing Condominium, the real property identification of the foregoing Internation of the strength of the validity of ondominium. Code of and does covenants Condominium and Alabama 1975. the e not not assume any o and conditions the execution he said Mortgage i Mortga identi: a t i, a Concoming For the Declaration, For of the Declaration of Condoming of the Declaration of Section 35-2 Auburn, as required by Section 35-375. The undersigned is not the ne any obligations whatsoever under of the foregoing Declaration of the foregoing Declaration any way sub-0 Auburn, agee under the fo 0 Mortgage oregoing I r the sole purpose of Condominium of ed by Section 35-Declaration in joins in sole purpose

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From the northwest corner of said northeast quarter of Section 2, run thence S0°-29'-00"W for a distance of 9 feet; thence turn an angle to the left and run S89°-37 47"E for a distance of 518.98 feet; thence turn an angle to the left of 90° and run N89°-3 30"W for a distance of 10 feet to the point of beginni the parcel herein described; thence continue along the course as before for a distance of 40 feet; thence turn angle to the right of 90° and run N0°28'-30"E for a distance of 40 feet; thence turn angle to the right of 90° and run S0°-28'30"W for a distance of 40 feet; thence turn angle to the right of 90° and run S0°-28'30"W for a distance of 40 feet; thence turn a angle to the right of 90° and run S0°-28'30"W for a distance of 40 feet; thence turn a solution of 70 feet to the point of beginning. of 920 -37'-angle 1.41 fe 1.4 , OJ an cance g of same ance • ۵۰ **0** (1 H O 00

BY-LAWS
OF
BROOKES OWNERS ASSOCIATION,

ARTICLE 1

THE ASSOCIATION

Section 1. Identity. These are the By-Laws of Owners Association, Inc., a not for profit corporation "Association"), which was formed under the Alabama No Corporation Act [Code of Alabama 1975 \$\$10-3A-1 et se filing the Articles of Incorporation of the Association articles") with the Office of the Judge of Probate organized for the purpose of providing for the operation condominium at Auburn, (the "Condominium"), pursuant Provisions of the Condominium Ownership Act of Alabama 1975 \$\$35-8-1 et seq.] and the Declaration of the Brookes, a Condominium at Auburn (the "Declaration of filed with the Office of the Judge of Probate of Lee Alabama in accordance with the provisions of said Act Lion
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ARTICLE II

MEMBERSHIP

Section 1. Annual Meeting. The Membership shall be held on the thing April in each year, beginning with 10:00 A.M., or at such other time of month as shall be fixed by the Board other business as may come before the for the annual meeting shall be a labama, such meeting shall be held business day. If the election of different any designated herein for any as Membership, or at any adjournment the shall cause the election to be held Membership as soon thereafter as con ng. The annual meeting of the third Tuesday in the modern with the year 1986 at the time on such other day with the gold of Directors, for and for the transaction of the meeting. If the be a legal holiday in the held on the next succeed not directors shall not learly annual meeting of the ment thereof, the Board of held at a special meeting as conveniently may be. e mon.
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ARTICLE III

BOARD OF DIRECTORS

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ection 3. Election of Directors.

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an de di lir bai bir u 0 G E Section 11. Compensation. If ectors, the directors may be parendance at each meeting of the d a fixed sum for attendance at ectors or a stated salary as at shall preclude any director for their capacity and receiving contests. C D a d Bat B from se à 91110 heir d of 3 4 5 6 (A) (A) 9 7 0 4 ing 0 7 0 0 expenses
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Section 12. Committees. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole sist of two or more directors and which to the extent provided in said resolution or resolutions or in the By-Laws of the Association shall have and may exercise all of the powers of the Board of Directors in the management of the activities and affairs of the Association to be affixed to all papers which may require it; except that no such committee shall have the authority of the Association of Directors in reference to amending, altering or repealing such committee or any director or officer of the Association; amending the Articles, restating the Articles, adopting a plan of tion; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association or revoking proceedings therefor; adopting a plan for the distribution of assets of the Association; or amending, altering or repealing any action or resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or committees or the delegation thereto of authority shall not directors or the Board of Directors or any individual σ es or the relieve th any respo espons ch committee.
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Section 15. Presumption of Assent. A director of ciation who is present at a meeting of the Board of Di which action on any corporate matter is taken shall be to have assented to the action taken unless his dissent entered in the minutes of the meeting or unless he shawritten dissent to such action with the person acting tary of the meeting before the adjournment thereof or such dissent by registered mail to the Secretary of the immediately after the adjournment of the meeting. Such dissent shall not apply to a director who voted in favection. of Directors at ll be presumed issent shall be e shall file his ting as the Secret or shall forwar of the Association favor of such right to n favor of such 0 7 0 \Box

ARTICLE IV

OFFICERS

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ele of succ con succ bee Section 2. Election and Term of Office. The the Association to be elected by the Board of Directors at the elected annually by the Board of Directors at the of the Board of Directors held after each annual rembership. If the election of officers shall not such meeting, such election shall be held as soon conveniently may be. Each officer shall hold officentially may be and the shall have been duly elected and shall resuccessor shall have been duly elected and shall removed in the manner hereinafter provided. soon to shall resign ide? H T H 18 H 57 meeti have have rst m qua sha of teld at ld at lift hi Th (0 D) 10 4 1 u digu ம் வ வ ம σ 4 0 ū i G

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Section 5. President. The President shall be texecutive officer of the Association and, subject to of the Board of Directors, shall in general supervise all of the business and affairs of the Association. Preside at all meetings of the Membership. He may si Secretary or an Assistant Secretary, any deeds, mortg contracts or other instruments which the Board of Directors or be executed, except in cases where the execution thereof shall be expressly delegated by the Directors or by these By-Laws to some other officer of the Association, or shall be required by law to be ot signed or executed; and in general shall perform all incident to the office of President and such other dube prescribed by the Board of Directors from time to sig,
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and custody of ar the Association; payable to the As all such monies i trust companies caccordance with t (c) in general pe be assigned to hi If required by the bond for the fait with such surety , y () () () () () () P ₹ 0 of and be responsible for all funds and securities of tion; (b) receive and give receipts for monies due and the Association from any source whatsoever, and deposit nies in the name of the Association in such banks, nies or other depositories as shall be selected in with the provisions of Article V of these By-Laws; and ral perform all of the duties as from time to time may to him by the President or by the Board of Directors. by the Board of Directors, the Treasurer shall give a e faithful discharge of his duties in such sum and urety or sureties as the Board of Directors shall deter g m & det harg s of and an ma ors ũ æ ы . <u>. . . .</u> . . æ

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ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

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ARTICLE VI

BOOKS AND RECORDS

Section 1. Accounting. The Association shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the members, Board of Directors and committees thereof and shall keep at its registered or principal office in Alabama a record of the names and addresses of members entitle to vote, directors and officers. The accounting records shall be maintained in accordance with generally accepted accounting principles. All books and records of the Association shall be open to inspection by the members or their authorized representatives for any proper purpose at any reasonable time. Such records shall include: ã.

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Section 2. Budget. The Board of Direct budget for each calendar year that shall inclinds required to defray the Common Expenses maintain funds for the foregoing accounts and to good accounting practices. Copies of the essessments shall be transmitted to each member assessments of the pecember is expended substantially, a copy shall be furnished to each member. copy of rectors
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Section 4. Common Expenses assessments for of the need for shall be due 30 of Directors of ment. Assessments for Emergencies. Assessment for emergencies that cannot be paid from Common Expenses shall be made only after such is given to the members concerned, a days after such notice in such manner as the Association may require in the notice and s the ce of the not 1, C B o ID יפּ 88 0 H u a ù (C)

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Section 6. Bo Board of Directors Association funds. by the Board of Director amount of the tecommon Expenses. The Association. Bonds. Fideli s from all per . The amount irectors, but total annual Ĥ μ. ty bonds shall be required by the sons handling or responsible for of such bonds shall be determined shall not be less than three times assessments against members for of such bonds shall be paid by the

ARTICLE VII

SEAL

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ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member director of the Association under the provisions of these By-Laws, the Articles of Incorporation, the Declaration, the provisions of the Alabama Nonprofit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted there the provisions of the Condominium Ownership Act of Alabama, and any act amendatory thereof, supplemental thereto or substituted therefor, or the Alabama Constitution, a waiver thereof in writsigned by the person or persons entitled to such notice, whethe before or after the time stated therein, shall be deemed equivalent to the giving of such notice. ā

ARTICLE IX

FISCAL YEAR

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ARTICLE X

INDEMNIFICATION

Section 1. The Association shall indemnify any person we was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request the Association as a director, officer, employee or agent of their corporation, partnership, joint venture, trust or other prise, against expenses (including attorneys fees), judgment: fines and amounts paid in settlement actually and reasonably , judgments easonably i ent ano ō Ð

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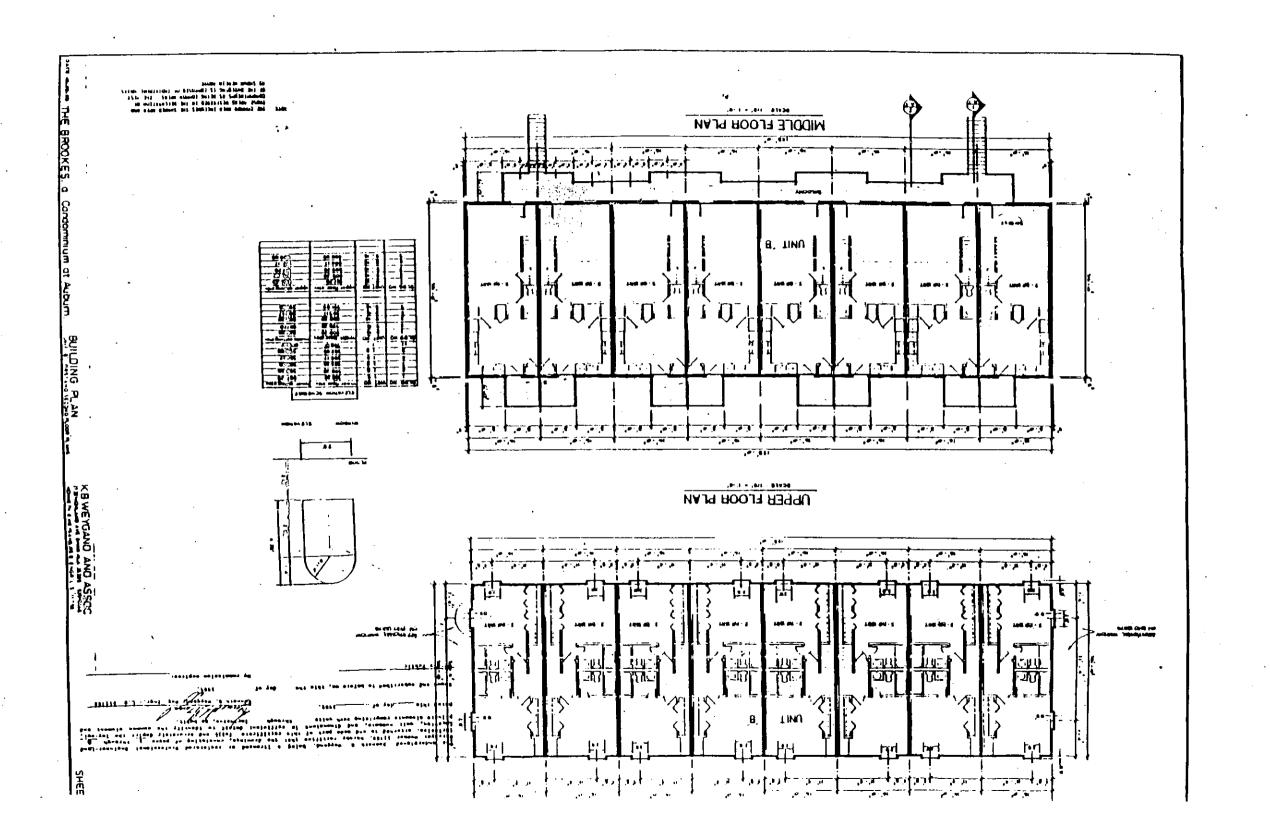
ARTICLE XI

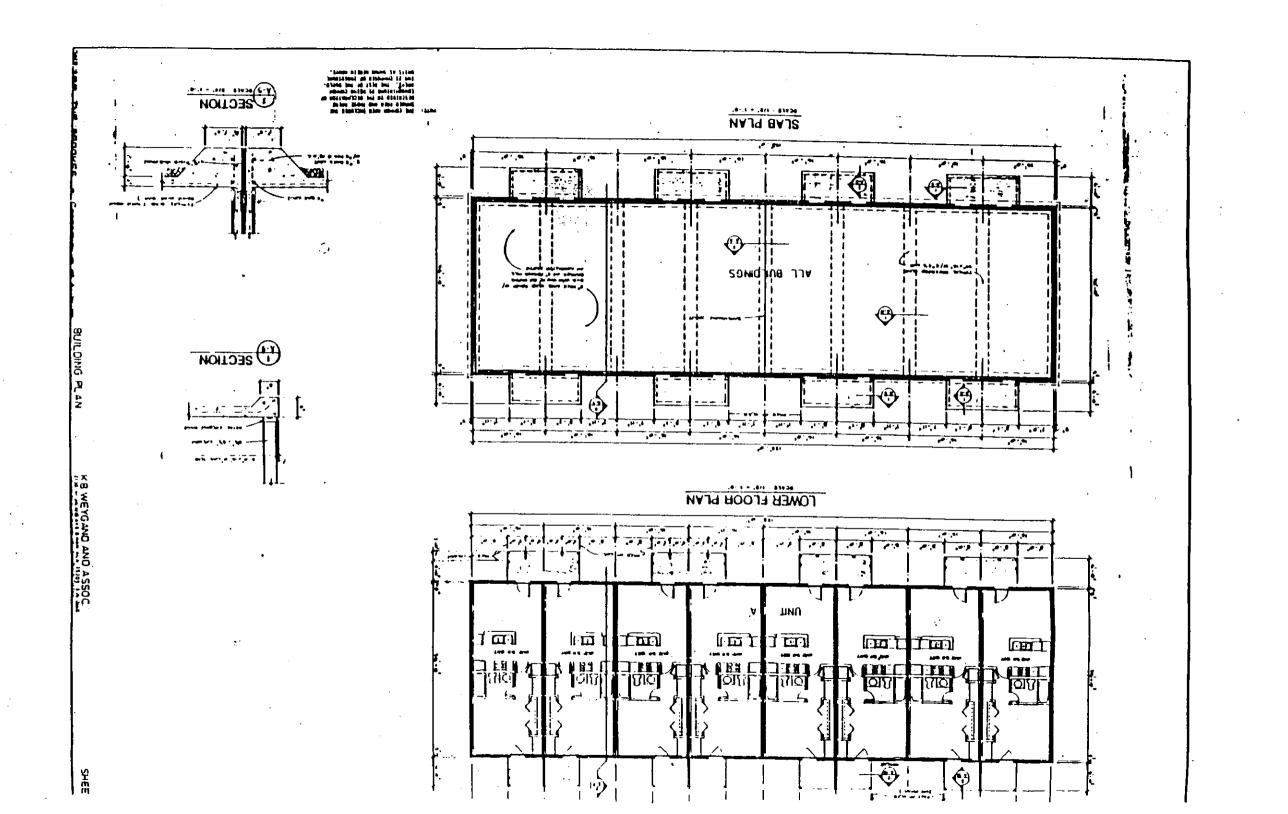
AMENDMENT

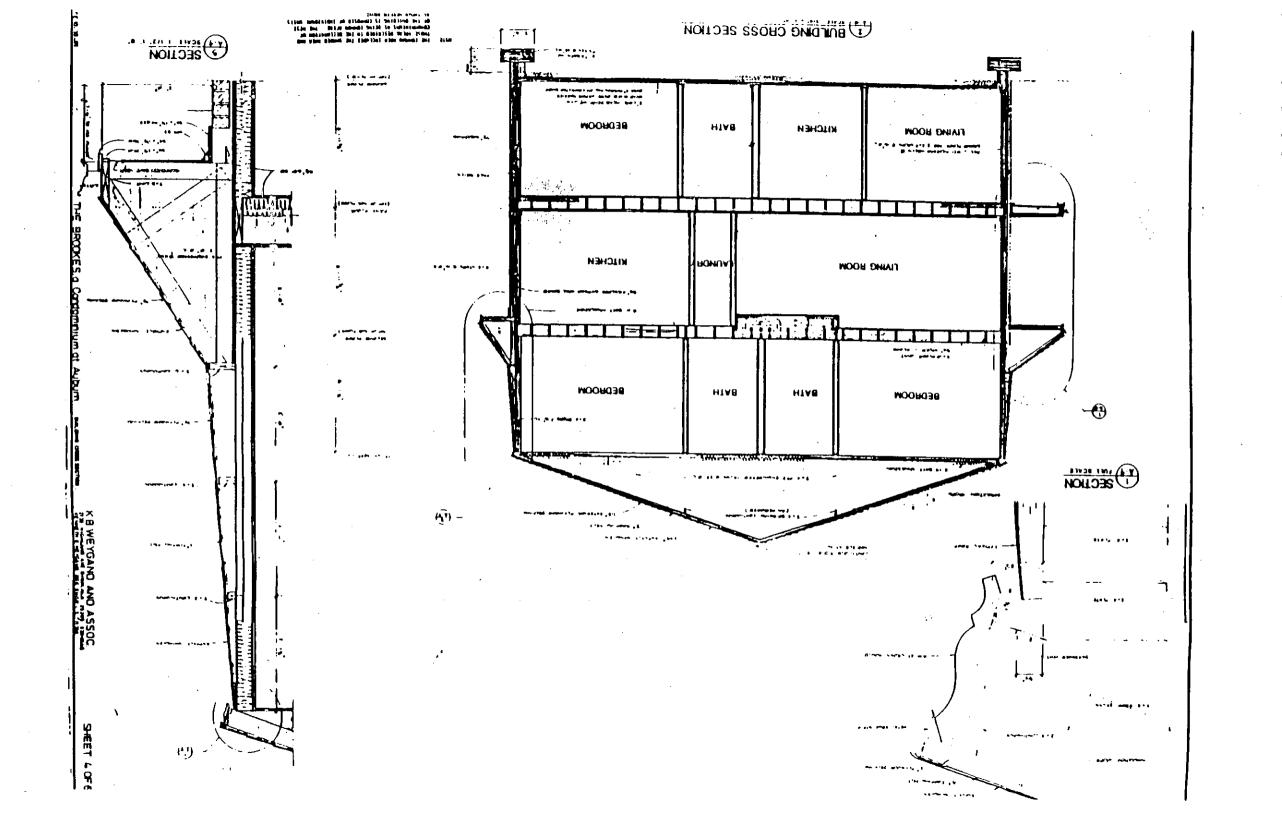
amended, Section 1. ded, altered Amendment to By-Laws. These or repealed in the following By-Laws manner: may D e

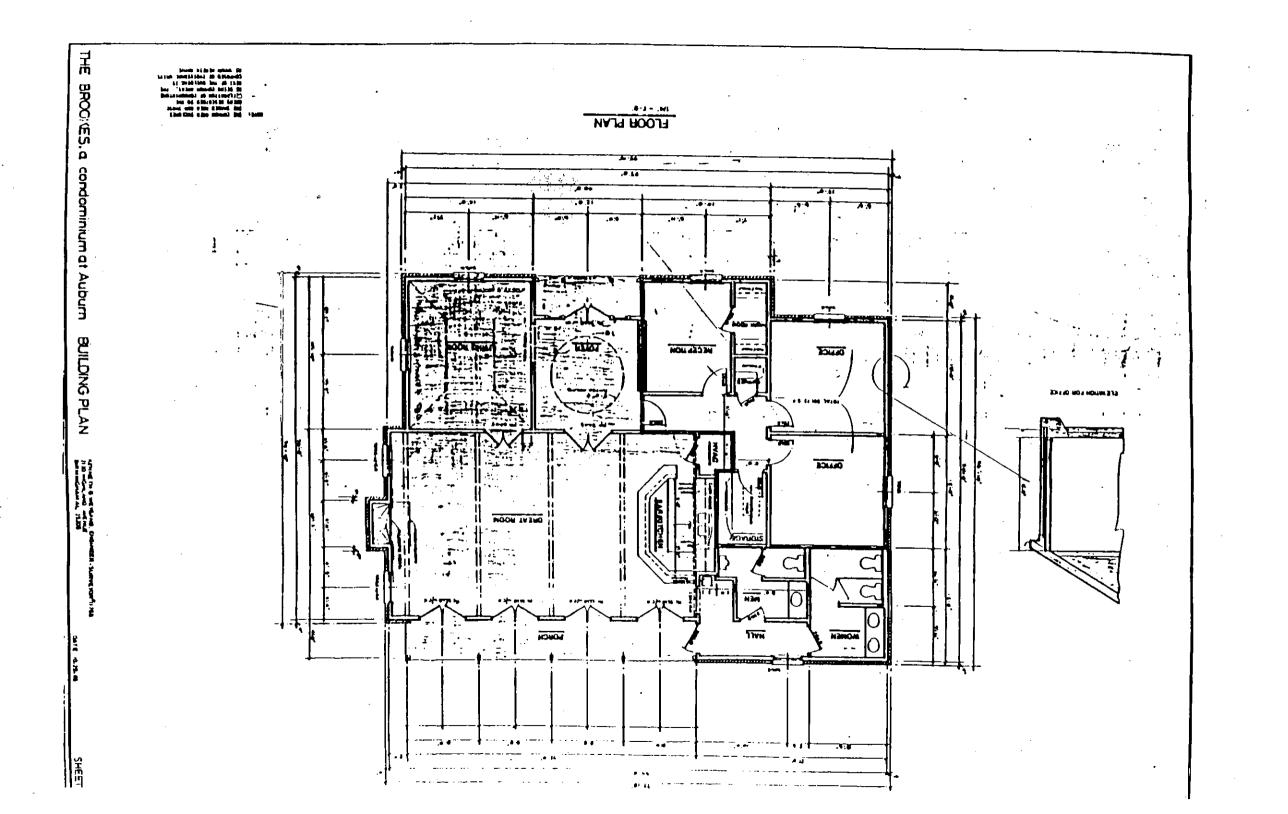
- (a) By the have elapsed since chasers other than Section 3 of these leads to the section of the the Developer untile 75% of the Units han the Developer as pre By-Laws; or rt il such tim have been provided i time ime as four n conveyed t in Article to pur-
- thirds the O f (b) By the members affirmative vote of the outstanding vot bers at of the votes. any regular holders of not i special me less than meeting an two-

Secretary of tee C county, amendment ion Of. n 2.] shall Alabama. shall be valid and effective until the Association shall certify as to the and shall file their certificate amendment with the Office of the June 1988 of the J ion or amendment to il the President a is to the adoption pate setting forth Judge of Probate and n of of of









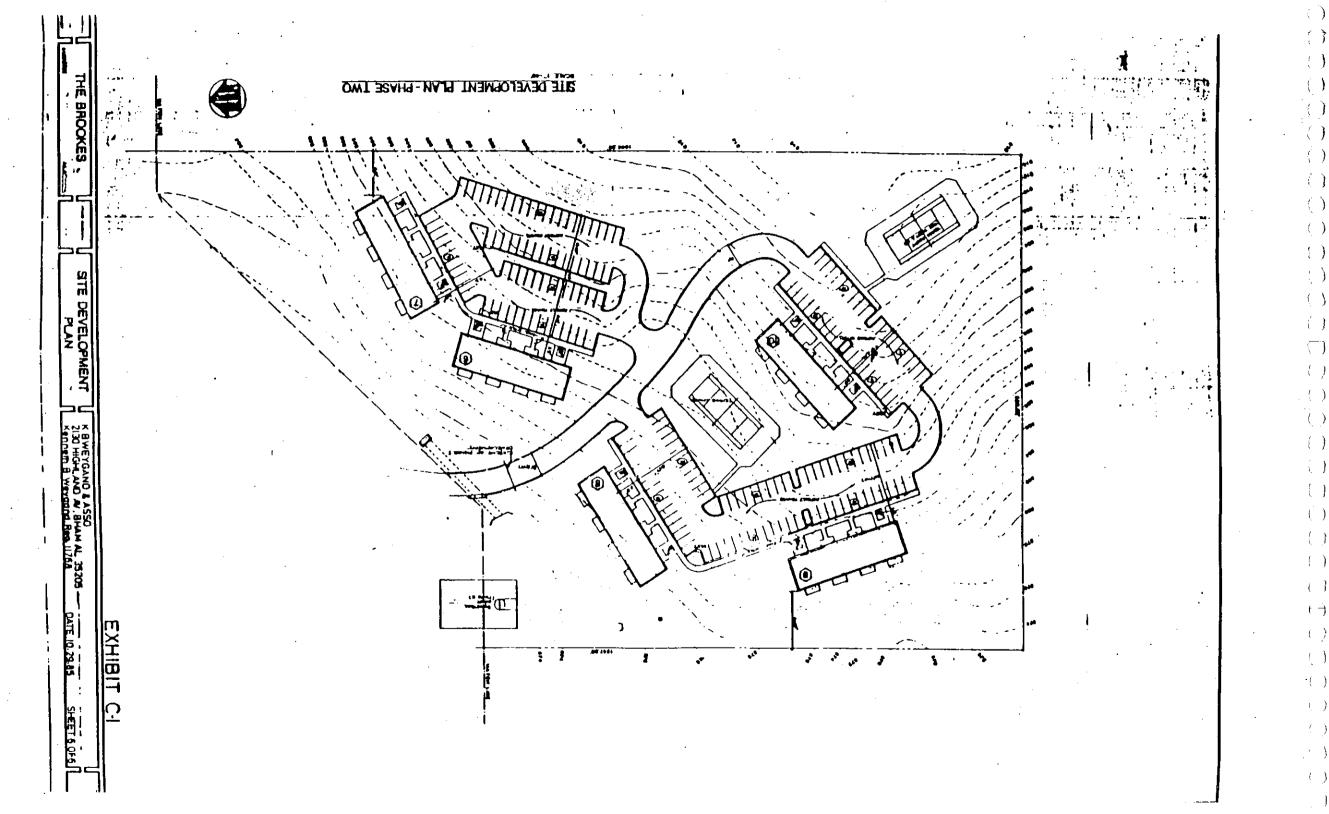


EXHIBIT D

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TOTAL

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STATEMENT OF ANNUAL PROJECT OPERATING

BUDGET AND RESERVES FOR THE

TOTAL	Exterior Painting Exterior Painting Pool equipment Miscellaneous fixtures Parking area asphalt Gutters	ION FEES - 1st and 2r c [542 Ft./131,164 Ft c [1090 Ft./131,164 Ft - PHASE 1	ASSOCIATION FEES - 1st PHASE; 1 BR Unit [542 Ft./65,882 Ft. 2 BR Unit [1090 Ft./65,882 Ft.	TOTAL	. 10 5 5 5 6	Collities - Exterior lighting - Clubhouse electri - Water and sewer Trash and garbage removal Exterminating Pool Maintenance and repairs Parking area maintenance	a
	51 10 10 10 10 10 10 10 10 10 10 10 10 10	PHASE: x 112,170] + 12 = x 112,170] + 12 = ears of Est. maining Life	× 71,110] -+ 12 = × 71,110] + 12 =	71,110.00	repairs l, replacement 12,0		PHASE I
11	88888	\$38.63/month \$77.68/month Expected Replacement Cost	\$48.75/month \$98.00/month	1 	.00	2,000.00 17,000.00 3,700.00	YEAR 1985-86 PHASE II
7.610.00	1.167.00 3.750.00 360.00 200.00 2.000.00	Average		15,000.00 15,220.00	750.00 1.500.00 2.000.00 8,000.00	1,000.00 4,800.00 1,000.00 34,000.00 3,500.00	TOTAL

Exhibit E

STATE OF ALABAMA
LES COUNTY

L. Hel Smith, Judge

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director of the Association so related or otherwise interested may be counted in determining the presence of a quorum at any meeting of the Board of Directors, or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any director of the Association may vote upon any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

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of sam of to pro TENTH: Upon the distance the Association shall ame manner as provided in the property subject to the extent that such drovisions of the Act. ssolution of the Association, the assets be distributed to the members in the in the Declaration for the distribution thereto upon termination of the Condominium distribution is not inconsistent with the

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TWELFTH: name and addr (J) 0 m Φ Ch incor п

NAME	ADDRESS	
George B. Juneman	2645 VesClub Circle Birmingham, Alabama	35216
Billy D. Eddleman	510 Bank for Savings Birmingham, Alabama	Building 35203
Douglas D. Eddleman	510 Bank for Savings Building Birmingham, Alabama 35203	Building 15203

of Incorporation, and tender to County, Alabama, the lawful fe Articles may be examined and a may be deemed to be incorporat incorporators file this, er to the Probate Judge ol fees and charges, and pnd approved, and that the orated for the purposes he inc obate of Jefferson
pray that these
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IN WITNESS WHEREOF, hereunto subscribed theyr Incorporation this the undersigned signatures to t these Articles, 1985. have of

р. Eddleman Eddleman

STATE OF ALABAMA

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L. Hal Smith, lydge of F foregoing

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ø Alabama S Dec a рa Ħ lara (+ ondominium the he ge opment .ed Ċ provisions 646 on November nnd ٦ ۲ 9 AMENDMENT sod. Co. the 0f (the at ø Condomi ٠, Office 0 an Auburn, 'n 0f Declaration") amending G Alabama ç ຜ • nium ection 0f the ဖ် 85 s S the for Declarati and gener made the N ۲, udge The 0.5 Declaration н ecorded <u>a</u>1 and and Brookes, 0f red 9 enter ഗ d tne 0 Ø rob ñ ш ٦. đ rship Condominium of The കവ Ď 9 Condominium 0 f þ te into Condominium 11.01 0 Condominium m (the ьу C e e 0f Juneman "Developer") County rt Book he at пd /Eddleman Brookes Þ g uan

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amendment 땁 ö econd ō æ ò U ēc Œ WHEREAS, ū 'n la 9 rat ន ç Ö æ and Cion submi 0 such Ē Section The hence together à Declaration; the Brookes the 2.05 real with condominium o property m ø imp the Condominium rovements Declar described form D rt ۳. a of 9 thereon эď Auburn owner on rmi Exhibit ship ç ່ເນ ¥ф the the m Ø iling \triangleright О Ō \vdash < elope. ω 5

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Amendment; Second Phase the Ø orm show Auburn; Declaration of of ass Plan ownership for ç percentage in ssments amend the Second Phase ç the Common Elements ខ្លួ include for Second Phase share Declaration Common Corrected attached оf. Expenses each Unit of. and ξÓ as The Exhibit include its respective Exhibit after Brookes in the D-1 the D C-1, and First attached сору filing Condominium Of. percentage Phase the 0 f hereto amend this

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occupancy; total of eighty improvements WHEREAS Declaration, located Developer (80) including 9 Units, the has and real property completed five such (5) improvements construction of buildings described containing are 9 ready Exhibi for

C-1. O.f. Lee Exhibit which September submitting SP Condominium at Condominium at each centage the heretofore County, Alabama, The ıs 1 Office Declaration condominium Unit D-1 attached Declaration is 29-THEREFORE, share amend to the in 1986 O.F recorded Second Phase the the Judge of Auburn, Auburn in ξ the Declaration of Declaration to indicate and recorded form of the First assessment this in Condominium these in As-Built as also Phase Amendment the the of Probate ownership premis prepared of The hereby Office Common Elements for Plan and in Condominium Brookes, Common ç Book Second considered, O_{ff} of amended by Boles and by Condominium of Lee the Second Phase the Judge 1-A, Expenses Phase Declaration the adding to a Condominium at Ьy County, a t Engineering Book and percentage the adding o f page for of Probate The Н Developer ដូ O. 'n The at page 646, Exhibit as Exhibit Corrected copy of respectiv Brookes, The Brookes Brooke share Уd 181 C-1

Exhibit herein . bit the This ဂ purpose ď Office Amendment provided. and 6 the the 0 f of the submitting the Declaration, has beensubstitution Except Judge for of Probate of Lee executed by the the the 0 f Second Phase Corr aforesaid terms ected and Developer additions conditions Exhibit County, ç the D Decla Alabama O. the

any D ec. changes irat ion whatsoever shall continue ç þе בֹּ full force and е£ fect without

seal Co. ¥д H this WITNESS i ts authorized WHEREOF, day partner O_{ff} the ខន has ā Juneman/Eddleman her ø 1986 set 5 Ò Development signature and

JUNEMAN/EDDLEMAN DEVELOPMENT CO. an Alabama General Partnership

Douglas D. Eddleman, Partner

В

STATE OF ALABAMA

above and foregoi Condominium, he i same voluntarily said County
Eddleman who
Co., an Alab
First Amendm
Condominium
before me on I, O.C. Amendment minium at 1 Alabama whose name as partner of Jurallabama general partnership, endment To Declaration of Corium at Auburn, and who is known this day that, being inf d foregoing First Amendment Tium, he in his capacity as sunntarily on the date the same whose in said State , hereby certify that Douglartner of Juneman/Eddleman Deartnership, is signed to the ation of Condominium For The who is known to as su e same informed such oŢ 9 Declaration partner, ears date. me, Public in and for at Douglas D. Ileman Development id to the foregoing For The Brookes, a c, acknowledged the contents of the stick of execut of ed the the

day 0 អ្នក 7 nnd / hand 1986. Q, offic ial seal O off! Ce this

Notary Public

My Commission Expires: 36

of. COV he 0 סמ Condominium Αm for C rt he ondomi n he н ct ō Condomin еьу 'ena ndme assume rea he xecuti The 4 in the \vdash and sole ıi um he property und O ď m any on said u E E the D († انه 4 \Box ınd he \supset 0 O obli lσ Auburn ō m .سر Œ pos gne Mor SP xecut Dec Ħħ The the ore iden .gat Н ര Ω, tgage he lar igoi 0 fore W j. j. Ø H īt as ons 9 undersi שׁ Ø ookes, ٠. gu. 4 m ē ion goin Mor stabl ٠., inf ከe O ed. Dec wha qui н 4 æ 0 æ ō ۳. ga lara .gned 0 đ н m Ω Þ jor Ēπ shing ᆈ S Œ 9 0 Condomi Q, Condominium d×⊒ ው ው Q, ŏ 'n tion Oe < Λq Ø õ er ۲. und ተ **H**-S Ö Ø the Amendment ř. subj not under not ect ct Φ 0 f n. H Þ un. valid the е С Condom Ξ. ርታ 9 ř the Œ 0 ς Ω 6 any w М О Ė ç U Ġ ۳. The Ţ $\boldsymbol{\Phi}$ ç Aubur ct Ħ ⋖ ά terms he ct sai wау nium, O ga O.f. the ~ W go Decla Ø ۵ 0 rookes Ħ Ð ഗ O Ť rt Dec nbor De н эц enc Ø the conditions u. n lrat clarati 0 and ᆈ dmu larat dina amended \supset C ທ 'n. ode on er does 4 on 9 O ρď ь

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JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM

By: D. H. C.

STATE OF ALABAMA
JEFFERSON_ COUNTY

and foregoing Fi as such officer voluntarily for Amendment To Condominium me on this d for s whose Loan , ທ ame Association of bear aid. name Cynthia R. County ir ne as <u>Seni</u> Fo. day date B Ct Declaration Y that, First Auburn, and and in n said State, hereby certify the or Vice President of Jefferson For Birmingham is signed to the faration of Condominium For The Bourn, and who is "---Spence Amendment with full as the act being act who is known informed of authority, emot of said corpora ned of the cont Declaration of ç executed me, acknowledged contents of the ø ry Public in and that Graham D. Hutson n Federal Savings ion foregoing Brookes, a Condominium, the 9 the same Ø day above Hutson befo he T he Ä O

day 0 **ക്** ഒ ven en under November Ā ha nd and .986 offi Ċ. à 두 ហ eal Of. 0 ň m μ. C 'n ct J μ. Ø 18th

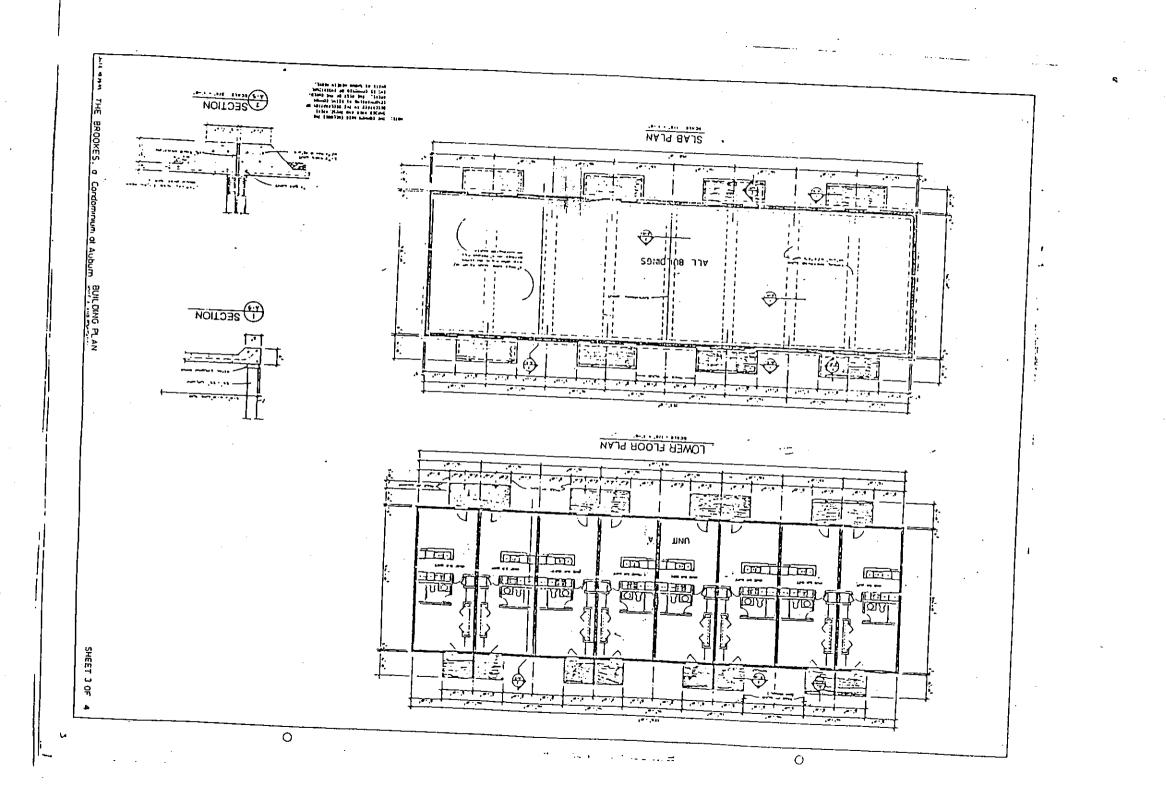
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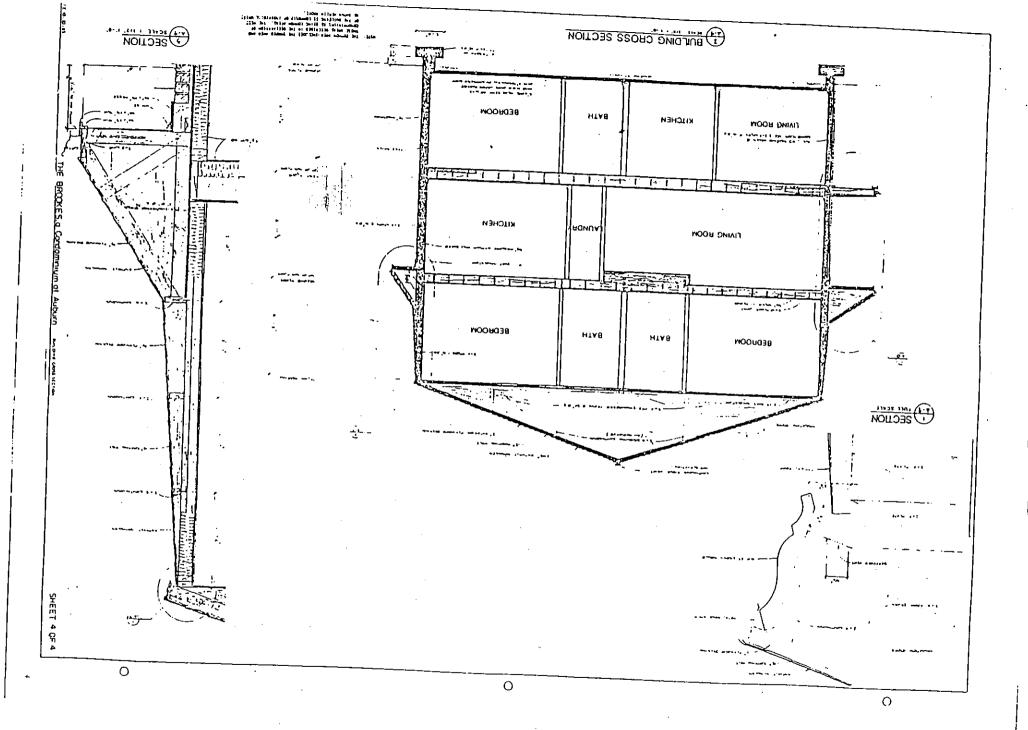
20-87

This instrument prepared by:

Carol H. Stewart 3000 SouthTrust Tower Birmingham, Alabama 352

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PHASE II, THE BROOKES, A CONDOMINIUM A	AUBURN AUBURN
AUBURN SEC. 35 T-19-N R-25-E ME, TON W. SPENCE AND DAVID N. HILLER, REGISTERED SURVEYORS IN THE STATE OF ALLEANA, REMEST CRITICY THAT THIS IS A THUE AND CORALCY FLAT OF THE POLLOWING DESCRIBED PARCEL OF LAND: Commonsing at the Borthwest Corner of the Borthwest August Corner of the Borthwest Corner of the Borthwes	
THE SHEFFICE, EXCEPT AS SHOTE ON THIS PLAT: THAT THE CORRECT ADDRESS IS 17-18 MARE ROAD, AUTUMN, ALABAMA 36500, ACCORDING TO DUR SUNVEY OF SEP- TICHER 16, 1994. THOS IS TO CETTIFY THAT WE HAVE CONSULTED THE FEOTRAL INSURANCE ADMIN- ISTRATION FLOOD HALAD SOUNDARY HAS AND FOUND THAT THE ABOVE DESCRIBED PANCEL OF LINE DOES NOT LIE IS A SPECIAL FLOOD MEAND AREA.	
COTE, No. 10090 COTE, No. 10090 COTE, No. 2239 JUNDWAYZOOLDMAN DEVELOPMENT COMPANT, AN ALASMAN CENDRAL PARTHERSHIP, COMPER OF THE SEAL PROPERTY SHOWN ON THIS PLAT, SERERY JOINS IS THE STATISHENT OF TOM M. SPENCE AND GAVED M. HILLER, AND CENTIFY THAT IT MAS AND IS OUR PURPOSES TO SEVENCY THAN LOSS PERSONNEL WITHOUT THE LAND SO PERSONNEL WITHOUT SERENCE JUNEAU FOR SHOWN, IN MITTANS WELENOT JUNEAU SOCIETY TO ME AND ANTICES OF SAID COMPANT AND EXCELLED THE MEDICAL SERVICE AND COMPANT PARTIES OF SAID COMPANT, OF THIS THE JUNE DAY OF COMPANT PARTIES OF SAID COMPANT, OF THIS THE	I. July 1 AND STATE, OF MINISTER CHIEF IN AND FOR SUID COUNTY AND STATE, OF MINISTER OF MI
EMERAN/EDOLENAN DEVELOPMENT COMPANY LINE SAL SELECTION DOUGLYS D. FAULTMAN, FAIRNES	CERTIFICATE AS PARTHER OF JUNDANGEDOLINAS CONTAINS, AS LARADA CONTAIN PARTHERSHIP, AND UNGO IS ENDON TO RE, ACRONICADE IN COM. THIS SHIT THAT, BEING INTONNESS OF THE CONTENTS OF NAIL SCREENFELDE. THE LANG WOLUMFARILY AS SUCH PARTHER AND WITH FULL AUTHORITY. CIVER INDICE MY MAND AND SEAL TRIS TAIL OUT OF TELLON. BY: NOTES, FURTIL ATT CLOSEL'S SIGN FARTHER.





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SECOND FOR AMENDMENT TO THE BROOKES, DECLARATION O A CONDOMINIUM ဝ္ဗ CONDOMINIUMO DE CONTRACTOR DE LA CALLA CAL

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"A XI of the Amendment Condominium Amendment Condominium o fi Гее ם Auburn, c Lor the Lor Lie Declaration of Condominium at Auburn, as filed in the Office County, Alabama, on November 5, um Book 1-A at page 646, and as to Declaration of Condominium for uburn, as recorded on Octor page 02 (the "no-County, Alum Book 1-1 Dec Juneman/ of The clarat is mad s made and an Alabama on "Developer") Eddleman) en Condominium Development into

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A company September total of one improvements Condominium page 181, in Alabama (the Exhibit "C" page 176, Alabama, 3., on ye 176, rpose rtain relope Condominium WHEREAS and real Of October in the (the one ב ב has he "Plan"), which and Exhibit "C-l" t a t establishing בים the the i n property at 1986, 'e Office 'an"), hundred Auburn, accordance v constructed 29, 198 Office accordance Developer 1, prepared 1985, and 1 situated in and sixty-one O_{ff} of, f the with recorded and eleven the prepared with ţ the recorded Judge o in Lee Judge Plan the De n (11) (161) Λq filed n of the Declar ۲. ت **7** is of of County, Al.
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Declaration, Association conveyed to below. Such approval Such The the By-L until purchasers right to a Veter Developer -Laws such ans amend and 0 f Administration. time reserves shall Ar Uni ts as TCT be 'n as ф Ф subject the 0 'n 0 of the right L Incorporatic ç the prior Sec non amend have đ ion 0 f ξ been 12.01 citten the the

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and the consist After f Condominium phases to Phase D and approval consist sha Uni designation contained Phase Buildings cont ll no S the ined Section a Ħ. ב of and 0 f and fty-one longer shall S E Units Units contained Building 5 and therein. of the Buildings therein. be this Þ the Phase 2 roperty Phase A, B 06 have des percent (51 Condominium Veterans include gnated and any 2, for and B, of force φ (51%) U Phase B hereby purposes of se Administration. the Building ່ປຸ therein; Phase shall the Property , D and E Units or Units of t ω e Condominium Documents divided Α, and consist of sections the \vdash shall Maintenance ided into and contained contained 10 and total Phase E such therein. and d the Units of Building 3 Phase E shall Phase .. consist ing the therein. e Units five Phase project A shall l Units (5 C of

Company, l signatures IN the WITNESS Association γd and its seals WHEREOF, tion and authorized s this //th the the undersigned President a said Juneman/Eddleman par day tner o f nave 1 her eto and Development set their , 1986.

THE an BROOKES Ъаbama OWNERS Not ASSOCIATION or-Profit Co Corporation INC

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STATE OF A ALABAMA

Auburn, day tha foregoing Second authority, execusaid Association Dec her The corporation, reby laration Brookes :hat, and ø , being Second Notary executed ₩ho 0f Owners is that Condominium 9 r. signed Amendment Public informed Association, igned to the the known the day same ç ב. the of t the for he, and voluntarily same the The Brookes, A acknowledged before the contents of as such officer The Inc for foregoing bears said an an Alabama date. for County Second and before ខ្ល įπ Condominium the and as 징 Amendment President Пe said with the a above for-prof on act and full n at this 44.00 0

day Give of unde hand an d offic 1986. ۳. al seal 0f Of m μ. C e thi ທ

Not tary Public Commission

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STATE OF A OF ALABAMA

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day Given und under πу hand and official, 1986. seal Of office this

Not N Commiss ion Expires: 560

JUNEMAN/EDDLEMAN an/Alabama Gen General DEVELOPMENT Partnership

ву: Douglas D. Eddleman, Partner

STATE OF JEFFERSON ALABAMA COUNTY

hereby certify the Juneman/Eddleman Second Amendment Condominium at A before me on this partner, for and the day t above day and the as and Notary P foregoing and with fu same the this day Auburn, and is day that, to going Second act Ç Development C Public full t of Douglas said date. authority, executed said Juneman/Eddleman ij nt Co., being being informed Amendment, h and £ no nd for said County in a Eddleman, as authorized Co., is signed to the cof Condominium for The ment, he, executed Known the ő S Development the me, same such contents the acknowledged h authorized voluntarily ment Co., on foregoin the 0,0

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purpose the Dec Auburn, The und subordinate Declaration of f obligations e fo amended he the the Declaration The undersigned real The foregoing foregoing of. S C Brookes her undersigned property required by § 35-8 igned is not the D whatsoever under tegoing Declaration of or required gned is eby, establishing Condominium, as make Of Second Þ and the d, as Mort identified Condominium of by § 35-8-7 Condominium the said Amendment the execution d Mortgage as amended. Developer, the terms, n of Condomi t ga validity in a t Condominium, ution hereof tgage inferior 0 to The p the Auburn, joins in to the Declaration unde the Declaration Brookes, and condit Code does Mortga as First s, A (ions õ does of amended, subject not Alabama, a ge Condominium the and not Amendment for encumbering Condominium he execution covenants the j 1975 sole t to D D

JEFFERSON FEDERAL ASSOCIATION OF BIRMINGHAM

ву:

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STATE OF ALABAMA JEFFERSON COUNTY

Amendment to Condominium before me on above and fondominium, Senior Vice President or Association of Birmingham is Association executed to corporation hereby a Notary certify the 9 foregoing he, as on a t this same the Auburn,
Auburn,
is day that, being Second that day Public voluntarily y the same Graham D_Hutson, Jr_ Jefferson Federal in being 15 ₩ho and Amendment officer a signed to the of Condominium bears for for informed date. said and known and င် of with County S the the for the Savings & foregoing for The Bro the ≡e whose full Declaration oull authority contents act acknowledged itents of the said Brookes, name of. ያጉ Second State, Loan 0f

day ven November under Λm hand 986 and official seal Of. office this 18th

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expirés:

9-20-87

instrument was prepared by:

Carol H. St. 3000 SouthT: Birmingham, SouthTrust Stewart Alabama Tower 35203

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deed or other instrument establishing a record title to a Uni in the Condominium recorded in the Probate Office of Lee Count Alabama, and the delivery to the Association of a certified confessionated by such instrument shall become a member of the Association and the membership of the prior owner shall be terminated. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit. The owner a Unit shall be entitled to one (1) vote as a member of the Association. The exact number of votes to be cast by owner(s) a Unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association. de th th by Un Jui 7 0 0 P T T 0 T F Хд. т. መ w b b H O 1 in

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Notwithstanding the provisions set forth in this Article Sixth, Juneman/Eddleman Development Co., an Alabama general partnership (the "Developer"), its successors and assigns, shall elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies, until such time as either (a) four months have elapsed since 75% of the Units in the Condominium have been conveyed to purchasers of Units other than Developer, or (b) three years have elapsed from the conveyance of the first of such Units to a person other than the Developer, or (c) the Developer elects, at its option, to terminate control of the Association, whichever first occurs. The Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units. Within sixty (60) days after the date of termination of control of the Association by the Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days notice of a special meeting of the member-ship for the purpose of electing the members of the Board of sha ion ŏ O H CT 10 аt 0 0 S Ñ -ج 0 n

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may be counted in determining the presence of a quorum at an meeting of the Board of Directors, or of such committee, at action upon any such contract, transaction or act shall be to and may vote with respect to such action with like force and as if he were not so related or interested. Any director of Association may vote upon any contract or other transaction the Association and any affiliated corporation without regare the fact that he is also a director of such affiliated corporation. I be taken, ce and effect tor of the ction between regard to corporation. Led
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of sam of to pro TENTH: Upon the diss the Association shall bame manner as provided in the property subject the the extent that such disovisions of the Act. TENTH: ssolution of the Association, the asset be distributed to the members in the in the Declaration for the distribution thereto upon termination of the Condomi distribution is not inconsistent with the condomination of the condomination of the Condomination of the Condomination is not inconsistent with the condomination of the Condomination is not inconsistent with the condomination of the Condomination of the Condomination is not inconsistent with the condomination of ゴコ

Change or repeal any provimanner now or hereafter prupon officers and directoreservation. ision reserves ision contained rovided by law, ors herein are g Б the in and gran ne right to amend, alt n these Articles in th nd all right conferred anted subject to this te he н

addr ú S 0 m Ch ncorpo

Douglas D. Eddleman	Billy D. Eddleman	George B. Juneman	NAME	
510 Bank for Savings Building Birmingham, Alabama 35203	510 Bank for Savings Building Birmingham, Alabama 35203	2645 VesClub Circle Birmingham, Alabama 35216	ADDRESS	

of Incorporty, A Articles in may be deviced. WHEREFORE, these in orporation, and tender, Alabama, the lawful fes may be examined and deemed to be incorpora and the xar fees incorporators file this to the Probate Judge fees and charges, and approved, and that that ated for the purposes D of Jefferson pray that the he Association herein set ou thes

IN WITNESS WHEREOF, hereunto subscribed their Incorporation this the under r signatur day of __ undersigned incorporators gnatures to these Articles of Market 1985. have of

STATE OF ALABAMA

LEE COUNTY

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