

DECLARATION OF THE HOMES AT EAGLES LANDING - SOUTH

This declaration made this 27th day of December, 2005, by Taylor Properties, L.L.C, an Alabama limited liability company, hereinafter called the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the Owner in fee simple of all of the property hereinafter described, and has previously constructed thereon residential dwellings, and Declarant intends to construct thereon additional residential dwellings; and

WHEREAS, by this Declaration, the Declarant intends to divide the property into real estate parcels or units to establish a Condominium under the provisions of Code of Alabama, 1975, Title 35-8-1, et seq. (Condominium Ownership), as amended, hereinafter called the Condominium Act; and

WHEREAS, a Condominium is a method of Ownership which provides for a separate title to each unit and an undivided interest in and to the Common Elements of the development; and

WHEREAS, under the said Condominium Act it is necessary that the rights, privileges, and obligations of the Declarant, unit Owners, unit Lessees, Association, Mortgagees and others who may be interested therein, be explicitly set forth;

NOW THEREFORE, the Declarant, pursuant to the Condominium Act, does hereby declare and state on behalf of itself, its successors and assigns, and on behalf of all persons having or seeking to acquire any interest of any nature whatsoever in the said Condominium property, as follows:

ARTICLE I

The Declarant states that it is the Owner in fee simple of and hereby submits the Property hereinafter described to the provisions of the Condominium Act referenced above.

In addition, Declarant, its successors and assigns may subsequently hereto submit additional real property to the provisions of the Condominium Act and may specifically include said additional property as Phases to this development and, as such, the same shall be treated as a part hereof as if originally so included and each Unit Owner of such phased property shall have the same rights, privileges, burdens and duties as an original Owner of this Development. Each Owner shall also acquire Common Interest in the Common Elements of each new Phase as if originally included herein.

ARTICLE II
DESCRIPTION OF PROPERTY

All that certain parcel, piece or plat of land, except the detached residential Units itself which encompass the Unit as defined in Article IX herein, situated, lying and being in the County of Lee, State of Alabama, being more particularly described as follows, on Exhibit "A" attached hereto and specifically made a part hereof.

ARTICLE III
BUILDINGS ERECTED ON LAND
AND IMPROVEMENTS

There are constructed thirty (30) detached residence Units, herein described as Phase I, which are residential dwellings, upon the aforementioned premises. In addition, the Property has outside porches, patios, decking, and other usual appurtenances and facilities. Additional Units may, but need not, be built. Locations of additional Units on the Condominium plat are approximate and will be located as built and the plat amended.

Pursuant to the Code of Alabama § 35-8A-205 (a)(8), to exercise any development right reserved under said section, the Declarant shall prepare, execute, and record an amendment to the Declaration as specified in Code of Alabama § 35-8A-217 and comply with Code of Alabama § 35-8A-209. All additional Units must be built, if at all, within ten (10) years from the date of recording of the plat of The Homes at Eagles Landing on Lot 1-A of Taylor Park South First Addition to Lot 1 Phase One.

ARTICLE IV
UNIT DESIGNATIONS

The Unit Designation of each Unit, its location, dimensions, approximate area, Common Elements to which it has immediate access, and other data concerning its proper identification, are set forth in the site and floor plans marked Exhibit "B" attached hereto and made a part hereof. Each single Detached Residential Unit shall encompass the entire structure (exterior walls, exterior roof, and exterior soffits), all of which are shown on the Condominium plat of the complexes as amended.

ARTICLE V
DESCRIPTION OF COMMON ELEMENTS
COMMON INTEREST, AND LIMITED COMMON AREAS

SECTION 1. The Common Elements and the undivided interest of each Unit Owner in such Common Elements are set forth in Exhibit B1, and attached hereto.

The Common Elements consist of all parts of the Condominium Property other than the detached Residence Units as defined in Article IX herein with their adjoining and abutting utility, heating and air-conditioning units and concrete pads, decks, patios, fences, and such other items as may be approved by the Association, and in addition, but not in limitation thereof, the Common Elements include the following:

- (a) Land, pond or ponds, parking, certain walkways and driveway areas.
- (b) Equipment, apparatus and all other central and appurtenant installations, including all pipes, ducts, shafts, wires and cables used in connection therewith, required to provide power, light, telephone, gas, and water and heat, other than those located solely within a Unit or solely servicing a Unit.
- (c) Easements for access, maintenance, repair, reconstruction or replacement of the foregoing equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the property.

SECTION 2. "Private Elements" are those areas adjacent and abutting certain Units which are for the use of only those designated Units and may be utilized for patio, decking, parking and/or fencing for such Units for no additional consideration to be paid to Declarant or its successors or assigns. However, such usage must comply with the rules and regulations of the Association and must be approved in advance by the Board.

SECTION 3. "Reserved" are those areas not included in this Declaration but which may be added hereto in a Phase or Phases.

SECTION 4. "Limited Common Elements" are those areas that every Unit Owner shall have a perpetual and exclusive easement for possession and use of that portion of the area contiguous to the Unit which is designated as a "Limited Common Element" and further provided in Exhibit "B1".

ARTICLE VI **CHARACTER AND USE**

SECTION 1. The buildings are intended to be Detached Residential Unit dwellings.

SECTION 2. The Common Elements shall be used for the benefit of the Owners and lessees, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use.

ARTICLE VII
SERVICE OF PROCESS

The name of the person designated to receive process in any action which may be instituted in relation to this Condominium or any parts thereof, together with her residence or place of business is Nancy Davis of Davis & McLaughlin, Attorneys at Law until the date of the first meeting of the Association Unit Owners and thereafter said person shall be the duly elected President of the Association.

ARTICLE VIII
EFFECTIVE DATE OF THE CONDOMINIUM

The effective date of the Condominium is the date when this Declaration is recorded and the other Condominium Documents are filed in the Office of the Judge of Probate of Lee County, Alabama. From and after the date of the recording of this Declaration, the Property hereinafter described shall be and shall continue to be subject to each and all the terms thereof until this Declaration and this Condominium is terminated or abandoned in accordance with the provisions of the Condominium Act and of this Declaration.

ARTICLE IX
DEFINITION AND TERMS

The following terms, when used in this Declaration and in the other instruments constituting the Condominium Documents, are intended to be consistent with the meaning subscribed to them by the Condominium Act and are defined herein as follows:

"Articles" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Lee County, Alabama.

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

"Association" means the corporation known as The Homes at Eagles Landing - South Condominium Owner's Association, or a successor organization organized pursuant to the Condominium Ownership Act, of which all Unit Owners shall be members, and which shall operate and manage the Condominium Project.

"Board" means the Board of Directors of the Association.

"Building" means a residential dwelling erected on the premises described herein.

"Bylaws" means the duly adopted By-Laws of the Association.

"Common Elements" means all that part of the Condominium Property which is not a part of the Units shown on the plans, shown in Exhibit B and as more particularly set forth in Article V, and is the part or parts of the Condominium Property as set forth in the Declaration in which all of the Unit Owners have an undivided interest.

"Common Expenses" means and includes the actual and estimated expenses of operating the property including, but not limited to, the maintenance, administration, improvement and repair of the Common Elements, and any reasonable reserve for such purposes for which the Unit Owners are liable to the Association in accordance with the Declaration and By-Laws.

"Common Interest" means the proportionate undivided interest in the fee simple of the Common Elements appertaining to each Unit as expressed in this Declaration.

"Common shares" means each Unit's share of the Common Expenses in accordance with its Common Interest in relation to the entire project, as determined by the Association.

"Common Surplus" means the excess of all receipts of the Association including but not limited to rents, dues, Assessments, profits and revenues from the Common Elements or other assets of the Condominium organization remaining after the deduction of the Common Expenses and allowing for the retention of a reasonable reserve for future expenditures, all as fixed by the Association.

"Condominium" means The Homes at Eagles Landing - South, and consists of the Condominium Property submitted to the condominium form of ownership by this Declaration. Such Units consist of the Private Elements together with an undivided interest in Common Elements and certain Limited Common Elements.

"Condominium Documents" means and includes this Declaration, as the same may be amended from time to time, and the Exhibits attached hereto and incorporated herein by reference and identified as follows:

EXHIBIT "A": Description of real property.

EXHIBIT "B": Surveys, including site and basic floor plans, and all attachments.

EXHIBIT "B1": Undivided interest in Common Elements of each Unit Owner and interest in Limited Common Elements.

EXHIBIT "C": The By-Laws of The Homes at Eagles Landing - South Condominium Owner's Association, Inc.

EXHIBIT "D": Articles of Incorporation of The Homes at Eagles Landing - South Condominium Owner's Association, Inc.

EXHIBIT "E": Reserved Property for future phases.

"Condominium Parcel" means a Unit together with an undivided share in the benefits and burdens of the Common Elements.

"Condominium Property" means and includes the land in the Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto for us or benefit in connection with the Condominium.

"Declarant" mean Taylor Properties, L.L.C., its successors and assigns, as the maker of the Declaration, the Sponsor of the Condominium, the respective Seller and the Grantor in deeds conveying the Units.

"Declaration" means this instrument, by which the property is submitted to the provisions of the Condominium Act, and such instruments as from time to time amend the same in accordance with said Act, the By-Laws of this Condominium and this Declaration.

"Homeowner's Association" or "Association" means the corporation known as The Homes at Eagles Landing - South Condominium Owner's Association, of which all Unit Owners shall be members, and which shall operate and manage the Condominiums.

"Institutional Mortgagee" means a bank, a savings and loan association, an insurance company, an FHA-approved mortgage lender, a pension fund, a credit union, a real estate or mortgage investment trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a mortgage banker or any other lender generally recognized in the Community as a institutional type of lender or its loan correspondent, or the Declarant, holding a Mortgage on one or more individual Units.

"Limited Common Elements" shall mean that every Unit Owner shall have a perpetual and exclusive easement for possession and use of that portion of the area contiguous to the Unit which is designated "Limited Common Elements" and further defined on Exhibit "B1".

"Majority" mean Unit Owners who in the aggregate own more than fifty percent (50%) of the Units.

"Management of the Property" means and includes the administration of the Project, the operation, maintenance, repair or replacement of and the making of any additions or improvements in the Common Elements, and the receipt and disbursement of all funds relating to the management of the property.

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

"Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

"Officers" means the officers of the Association.

"Person" means a natural person, a corporation, partnership, and Association trustee, fiduciary or other legal entity and their successors in interest.

"Phase" means an addition or additions of adjacent real property which Declarant or its successors or assigns owns or may acquire and which is dedicated to condominium use subsequent to the date hereof and which by declaration is subject to all the terms of this Declaration, including the use of Common Elements and which shares in the common and other expenses as set forth herein; and in addition acquires a share of the Common Elements hereof.

"Plans and Specifications" means the site plan, building plans, floor plans, square footage set forth thereon, and sections prepared by Fuller Land Surveying, which depict the location, layout, identifying number, and dimensions of the Units and the Limited Common Elements and the Common Elements, identified as The Homes at Eagles Landing, that are attached hereto as Exhibit B, and by this reference made a part hereof.

"Private Elements" means a part or parts of the Condominium Property as set forth in this Declaration and intended for exclusive ownership or possession of a Unit Owner.

"Property" or "Premises" means and includes the land, the building and all other improvements thereon as set forth in the Declaration and the easement rights and appurtenances thereunto belonging, and all other property, real, personal or mixed, intended for use in connection with the Condominium.

"Recording Officer" means the Judge of Probate of Lee County, Alabama, and "recording" or "recorded" means the filing for that purpose with the said Judge of Probate of Lee County, Alabama, and the payment of the proper fees therefor.

"Share" means the percentages in and to the Common Elements attributed to each Unit as set forth on Exhibit "B1".

"Site and floor plans" means the site and floor plans of the buildings with square footage showing the location and dimensions of the Unit and the Unit Designations, all as set forth on Exhibit "B".

"Special Assessments" means the costs and expenses, other than Common Expenses, for which the Unit Owners are liable to the Association.

"Supplemental Assessments" means costs and expenses, other than Common Expenses and Special Assessments for which the Unit Owners are liable to the Association. Said costs and expenses will be approved by the Board and a supplemental budget prepared to meet the needs of the insufficient or inadequate annual budget.

"Unit" or "Detached Residential Unit", "Residence Unit", or "Residence" means a part of the Property designed and intended for any type of independent use and consisting of the detached residence, so specified as a Unit on the Plan. Each Unit shall consist of the space enclosed and bounded by the perimetrical boundaries of each Unit, being the exterior surfaces of the roof, and exterior walls, doors and windows, and the undersurface of the slab, including any patio, doorstep and stoop. Each Unit shall consist of the Building and the portion of the Property lying and situated beneath the Building and bounded on all four sides by the Common Elements as shown on the plat.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; provided, however, that no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such Unit and forming part of any system serving one or more other Units, the Common Elements, or the Limited Common Elements if applicable, shall be deemed to be a part of the Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements, Limited Common Elements, if applicable, and Common Surplus; (b) the exclusive right to use such portion of the Common and Limited Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

"Unit Designations" means the number, letter or combination thereof or other official designations conforming to the tax lot number as shown on the floor plans annexed to this Declaration.

"Unit Owner" or "Residence Unit Owner" or means the person or persons, firms, corporations, partnerships, associations, trusts, estates or other legal entities, or any combination thereof, individually or collectively, vested in aggregate fee simple Ownership of one or more Unit(s) and of the attached undivided interest in the Common Elements.

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

ARTICLE X

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Concept. It is intended that the development will be a residential community of high esteem and of first class quality Condominiums in a neighborhood environment.

SECTION 2. Architectural Control Committee. The Architectural Control Committee (herein referred to as the "Committee") shall be composed of not less than three (3) members at all times. Regardless of the number on the Committee, at least a majority of the membership of the Committee shall be composed of owners of Detached Residential Units, provided, however, that the Declarant reserves the right to appoint the initial and successor members of the Committee, none of whom need be an owner of a Detached Residential Unit, for so long as the Declarant owns any Detached Residential Unit or until the Declarant specifically elects to terminate its control of the committee. The initial Committee shall consist of Matthew K. Taylor, Loriann Wojcik Taylor, and Linda Penrod Brandt. After terminating control of the Committee by the Declarant, as aforesaid,

the then record owner of a majority of the Residence Units shall have the power, through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or to restore to it any of its powers and duties. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant. A majority of the Committee may designate one or more representatives to act for it.

The primary duty of the Committee shall be the responsibilities, duties and authority as provided for herein, but the Committee shall not have any responsibility, duty or power not expressly provided for herein.

Decisions made by the Architectural Control Committee as outlined herein and as are necessary for the development of the Condominiums consistent with these Declarations of Covenants, Conditions and Restrictions, shall be made by any two of three members of the Architectural Control Committee as established herein.

SECTION 3. Plan Approval. All plans and specifications for any improvement, repairs, or remodeling, whatsoever, to be erected on or moved upon or to any Unit or common area adjacent to the Unit and the proposed location thereof on any Unit or common area adjacent to the Unit, the construction material, any later changes or additions after initial approval thereof and any exterior remodeling, reconstruction, alterations or additions thereto on any Unit shall be subject to and shall require approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Detached Residential Unit Owner, and returned to the Committee for retention.

SECTION 4. Review Documents. One set of prints of the drawings and specifications (hereinafter referred to as "plans") for any proposed exterior remodeling, reconstruction, alteration and/or addition proposed to be constructed shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the general office of the Declarant, or the Chairman of the Committee at least thirty (30) days prior to commencement of construction. Each such plan must include the following:

4.1 All plans for structures shall be not less than 1/8 inch equals 1 foot scale.

4.2 All plans must take into consideration the particular topographic and vegetative characteristics of the lot or lots involved.

4.3. All plans must include a summary specifications list or proposed materials and samples of exterior materials which cannot be adequately described and of materials with which the Committee is unfamiliar.

4.4. No tree may be cut or removed other than approved by the Committee.

SECTION 5. Design Criteria, Structure.

5.1. There shall be no carports allowed in the subdivision. Storage buildings shall not be allowed.

5.2. No window air conditioner shall be installed in or on any Building

5.3. Underground services to the individual Units for electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted unless approved by the Architectural Control Committee.

5.4. No outside radio and television antennas or satellite dishes shall be installed without prior approval of the Committee.

5.5. Individual swimming pools will not be permitted.

5.6. All fencing as to their location, type, and fencing materials must be approved by the Architectural Control Committee prior to construction, and must be in accordance with Article XVII, Section 2(u) herein below. Any privacy fences must be gated if located or violating any easements. All fencing shall come off the rear corner of a unit. Should a Unit Owner, with approval of the Architectural Control Committee construct a fence said Unit Owner shall be required to maintain the fenced area, the fence and the exterior area directly adjacent to the fence.

5.7. All plans for decking shall be submitted to the Architectural Control Committee for approval.

5.8. All landscaping will be provided and maintained by the Homeowner's Association and must include the following:

(a) All yards, trees, and beds included in the original landscaping shall be properly maintained, mulched, and kept free of weeds by the Association. Dead or decaying plants shall be removed and replaced promptly so as to not cause an unsightly view.

(b) Landscaping shall include and incorporate plantings in order to provide trees along the street and to block the view of air conditioning units, and all other electrical boxes that may be visible from any street.

(c) Any additional and/or seasonal plantings may be planted at the Unit Owner's expense after obtaining approval by the Architectural Control Committee. The Unit Owner shall be responsible for keeping this additional planting properly maintained, mulched and free of weeds and dead and decaying plants.

5.9. There shall be no signs nailed to trees at any time.

5.10. All outside grills shall be on the patio and no bigger than 42".

ARTICLE XI

COMMON ELEMENTS AND COMMON INTEREST

SECTION 1. Each Residence Unit has an undivided interest in the Common Elements and Limited Common Elements as set forth in Exhibit "B1" hereto annexed, and as expressed in this Declaration. The amount of the undivided interest in the Common Elements and Limited Common Elements has been determined and fixed so that all Units have an equal share in said elements. No Unit shall have the right to bring any action for partition or division of the Common Elements or Limited Common Elements. The ownership interest in the Common Elements and Limited Common Elements shall not be conveyed, transferred, encumbered, or otherwise affected separate from the ownership of the Residence Unit, and any agreement to the contrary shall be void.

SECTION 2. The Common Interest appurtenant to each Residence Unit shall be permanent in character but will be altered without the consent of the Residence Unit Owners as each new Phase is developed and dedicated as a condominium subject to the conditions thereto. When so done, the common proportionate undivided interest in the Common Elements and Limited Common Elements for each Residence Unit will be re-computed as set forth in Section 1 immediately above.

SECTION 3. (a) The real property owned by Declarant, which may be submitted to the condominium form of ownership by Amendments for future phases is shown on the Plat of Condominium as "Reserved". (See Exhibit "E")

(b) At the time of dedication of future phases the Common Elements and Limited Common Elements contained in each future phase will be merged with the existing

Common Elements and Limited Common Elements and at that point, the Owner of each Residence Unit shall be entitled to his proportionate share in the combined Common Elements and Limited Common Element.

(c) Future phases will be added to and made subject to this Declaration by the execution, by the Declarant, its successors and assigns, and by any mortgage holder of the real property being added as a phase, of an Amendment or Amendments to this Declaration, which shall be recorded in the Probate Office of Lee County, Alabama. Such Amendments shall have attached to it Exhibits similar to those attached to this Declaration, describing the property so submitted to Condominium ownership, setting out the percentage of ownership, setting out the percentage of ownership of Common Elements appurtenant to each Residence Unit, and containing such other information concerning said property and the improvements constructed, or to be constructed, thereon as is required by law.

(d) Any person or entity who shall acquire any Residence Unit in the original project before any phases, or any interest in or lien upon any such Residence Unit regardless of whether said Residence Unit shall be located in the original project or future phases, agrees to be bound by the terms and provisions hereof and any amendment to this Declaration executed as above set forth shall be binding and effective as written, notwithstanding the fact that the undivided interest of the Residence Unit Owners in the Common Elements will be changed thereby.

SECTION 4. (a) Each Residence Unit Owner may use the Common Elements (except any portions of the property subject to leases made by or assigned to the Board) in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of other Residence Unit Owners. The Residence Unit Owner shall have the right to the Limited Common Elements serving his Residence Unit. The rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws, and the rules and regulations of the Association.

(b) The Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws.

SECTION 5. The Declarant shall have the irrevocable right, to be exercised by the Association, or its designee, to have access to each Residence Unit for the purpose of inspecting and making repairs, replacements or improvements to any Common Elements and to the Residence Unit itself where the responsibility therefor is upon the Association, or

to prevent damage to the Common Elements or other Residence Units, or to abate any violations of law, orders, rules or regulations of any Governmental authorities having jurisdiction thereof, or to correct any condition which violates the provisions of any mortgage covering another Residence Unit.

SECTION 6. The Board of Directors shall, if any question arises, determine the purpose for which a Common Element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Residence Unit Owners, their agents, guests, invitees and employees as well as to provide for the exclusive use by a Residence Unit Owner and his guests for special occasions. Such use may be conditioned, among other things, upon the payment by the Residence Unit Owner seeking such use, of such Assessment as may be established by the Association for the purpose of defraying the costs thereof.

SECTION 7. (a) The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements, except as otherwise provided for herein; provided, that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Residence Unit Owner, the cost of such repair or replacement may be assessed against such Residence Unit Owner.

(b) The maintenance, repair, replacement, management, operation and use of the Common Elements, are the responsibility of the Residence Unit Owners (i.e. all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services that are contained within a Residence Unit, except for those that service part or parts of the Condominium other than the Residence Unit within which such is contained.

(c) 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, on not more than ninety (90) days prior written notice.

SECTION 8. (a) Each Residence Unit Owner shall be liable for a proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as his percentage of Ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the Bylaws. No Residence Unit Owner shall be exempt from payment of his or her

proportionate share of the Common Expenses by waiver or non-use or non-enjoyment of the Common Elements, or by abandonment of his Residence Unit.

(b) Expenses incurred or to be incurred for the maintenance, repair, replacement, management, operation and use of the Common Elements shall be collected from the Residence Unit Owners and assessed as Common Expenses by the Association.

(c) If any Residence Unit Owner shall fail or refuse to make any payment of the Common Expenses when due, the amount due, together with interest thereon at the rate of twelve (12%) percent per annum or such greater percentage as may then be permitted under the laws of the State of Alabama, from and after the date said Common Expenses become due and payable, shall constitute a lien on the interest of the Residence Unit Owner in the Property.

SECTION 9. (a) The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements as in its opinion may be beneficial and necessary or which are requested in writing by a Residence Unit Owner or Owners and the holders of mortgages thereon, before undertaking such work. The Association may require the consent in writing of such Residence Unit Owners and the holders of mortgages thereon, whose rights, in the sole opinion of the Association, may be prejudiced by such alteration or improvement.

(b) If, in the sole opinion of the Association, an alteration or improvement is general in character, the costs therefor shall be assessed as Common Expenses.

(c) If, in the sole opinion of the Association, as evidenced by a vote of fifty (50%) percent of the Board of Directors/Members, an alteration or improvement is exclusively, or substantially exclusively, for the benefit of one or more requesting Residence Unit Owner(s), the cost shall be assessed against such Owner or Owners in such proportion as the Association shall determine is fair and equitable. Nothing herein shall prevent the Residence Unit Owners affected by such alteration or improvements from agreeing in writing, either before or after the Assessment is made, to be assessed in different proportions.

(d) Except for repairs and maintenance of the existing improvements, after the completion of the improvements in accordance with the Plan, there shall be no alteration or further improvement of the Common Elements without the prior approval of not less than fifty (50%) percent of the Members. Any such alteration or improvement shall be financed and constructed in accordance with the provisions of the Bylaws.

SECTION 10. No Residence Unit Owner shall do any work which would affect or alter any of the Common Elements; other than a Private Element for such Unit, or impair any easement or hereditament therein. No Residence Unit Owner shall remodel the exterior, change the appearance of the exterior or paint the exterior a different color than originally painted without the prior approval of the Architectural Control Committee pursuant to Article X.

SECTION 11. While the property remains subject to this Declaration and the Condominium Act, no liens of any nature shall arise or be created against the Common Elements except with the unanimous consent in writing of all the Residence Unit Owners and the holders of first liens thereon, except such liens as may arise or be created against the several Units and their respective Common Interests under the provisions of the Condominium Act. Every agreement for the performance of labor or the furnishing of materials to the Common Elements, limited or otherwise, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the Condominium Act and the right to file a mechanic's lien by reason of labor performed or materials furnished is waived.

SECTION 12. All Assessments received or to be received by the Association and the right to receive such funds shall constitute trust funds for the purpose of paying the cost of labor and materials furnished to the Common Elements at the express request or with the consent of their Association and the same shall be expended first for such purpose before expending any part of the same for any other purpose. Nothing herein contained shall require the Association to keep such funds in a separate bank account and no violation of said trust shall arise by reason of the commingling of the funds held by the Association in one bank account.

SECTION 13. Every Residence Unit Owner, his assignee, grantee, lessee, sub-lessee, or successor in interest, shall comply strictly with the terms of this Declaration, By-Laws, rules, regulations, resolutions and decisions adopted by the association pursuant thereto in relation to the Units or the Common Elements. Failure to comply with any of the same shall be grounds for an action to recover sums due for damage or injunctive relief or any or all of them. Such action may be maintained by the Association on its own behalf or on behalf of the Residence Unit Owners aggrieved. In any case of flagrant or repeated violation, a violator may be required by the Association to give sufficient surety or sureties for future compliance with the Declaration, By-Laws, rules, regulations, resolutions, and decisions adopted by the Association. Nothing herein contained shall prevent, in proper case, an independent action by an aggrieved Unit Owner for such relief.

ARTICLE XII
UNITS: THEIR MAINTENANCE AND REPAIR

SECTION 1. No Residence Unit Owner shall do or cause to be done any work affecting his Residence Unit which would jeopardize the soundness or safety of the Property, reduce the value thereof, or impair any easement or hereditament therein. The Unit Owner shall cause any work being performed on the Residence Unit, which in the sole opinion of the Architectural Control Committee violates this section, to be immediately stopped and he shall refrain from recommencing or continuing the same without the consent in writing of the Association, and the Unit Owner shall then immediately repair the Unit to its original condition at his sole expense, and upon his failure to do so, the Association may enter upon said Unit and repair the same at the Unit Owner's expense and charge the cost to the Unit Owner as an Assessment.

SECTION 2. It shall only be the responsibility of the Association, as a Common Expense, to maintain, repair or replace if necessary:

- (a) All original Landscaping materials, including original plantings, mulch and lawns.
- (b) Improvements on all Common Elements, including drives, walkways, lighting and parking areas;
- (c) All incidental damage caused by work done at the direction of the Association;
- (d) In the performance of any labor or in the furnishing of any material to a Unit under the direction of the Association, no lien shall be established or give rise to the basis for filing a mechanic's lien against the Unit Owner except such work performed for emergency repair. Nothing herein contained shall prevent such mechanic's lien being filed against a Unit Owner who expressly consents and requests in writing that the work be done.
- (e) The Association may enter into a contract with any firm, person, or corporation, in contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portions of the powers and duties of the Association, except as required herein by the Condominium Act to have the approval of

Members of the Association; provided, however, that any such contract shall be for a term not to exceed one (1) year, and shall provide that it may be terminated by either party, without cause or payment of any fee, on not more than ninety (90) days prior written notice.

SECTION 3. It shall be the sole responsibility of the Unit Owner:

To maintain, repair or replace, at his own expense, 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, surfaces, roofs and soffits; and all wall coverings and carpeting within a Unit with approval as required.
- (b) The plumbing, heating, ventilation, air conditions, 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, fireplace 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.
- (c) To paint, wall paper, decorate and maintain the interior surface of all walls, ceilings and floors of each Unit with required approval when applicable. All maintenance shall be done in compliance with the requirements set forth in Article X above.
- (d) To perform all responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners.

- (e) To repair, alter, replace, and paint, the exterior of the Unit or any exterior appendages whether exclusively used by the Unit Owner or otherwise with the ACC's consent under the provisions of Article X.
- (f) To promptly report to the Association, or their agent, all work that he intends to perform for repair of any kind, the responsibility for the remedying of which lies with the Association. Any consent by the Association to the performance of such work by the Unit Owner shall not constitute an assumption by the Association to pay therefor. Also, the failure of the Association to take action on the notice shall not be deemed a waiver by it of its rights and shall also not constitute a consent by the Association of any assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Association may set forth the terms of such consent and the Unit Owner shall be required to abide thereby.

SECTION 4. Each Unit Owner agrees as follows:

- (a) To perform all maintenance, repairs, and replacements that are his obligation under this Declaration, and maintain his Unit and the exterior and interior thereof in good tenable condition.
- (b) Each Unit Owner shall maintain, repair or replace as necessary the fixtures and equipment of 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, surfaces, roofs, and soffits; and all wall coverings and carpeting within a Unit. 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, fireplace 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.

- (c) To pay for all of his utilities, including electricity, water, gas, cable, and telephone used within the Unit and all taxes levied against his Unit. Billing for water shall be through the Home Owner's Association.
- (d) 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 Article XII, Section 3, Paragraph (a)(2), hereof, except by licensed plumbers or electricians authorized to do such work by the Association or its delegate.
- (e) Each Unit Owner agrees not to make any addition or alteration of his Unit or to the Common Elements or Limited 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 Architectural Control Committee.
- (f) To make no alterations, additions, improvements, decoration, repair, replacement, or change to the Common Elements or Limited 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 ACC. 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 Architectural Control Committee. 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 by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise.
- (g) 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 to determine, in case of emergency, the circumstances threatening the Units' Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

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

SECTION 5. Nothing in this Article shall be construed so as to impose a personal liability upon any of the members of the Board of Directors for the maintenance, repair or replacement of any Unit or Common Element or give rise to a cause of action against them. The Board of Directors, as such, shall not be liable for damages of any kind except for willful misconduct or bad faith.

ARTICLE XIII

UNITS: HOW CONSTITUTED AND DESCRIBED

SECTION 1. Every Unit, together with its undivided Common Interest in the Common Elements, shall for all purposes be and it is hereby declared to be and to constitute a separate parcel of real property and the Unit Owner thereof shall be entitled to the exclusive ownership and possession of his Unit subject only to the covenants, restrictions, easements, the Declaration and the By-Laws and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto or as may from time to time be duly adopted in accordance with this Declaration and By-Laws.

SECTION 2. A deed conveying a Unit shall contain the following information:

- (a) The name of the Condominium Property as set forth in the Declaration.
- (b) The name of the county in which the property is located.
- (c) A distinctive Unit identified by letter, number, or other means, which unit identification has been reflected on Exhibit "B" attached to the Declaration and giving the reference to the recording office and the book and page where the Declaration and By-Laws and amendments thereto are recorded.

(d) A statement of the proportionate undivided interest in the Common Elements and the Limited Common Elements, if any, assigned to such Unit or the method for determining such interests.

(e) It shall recite that the conveyance is made together with the benefits, rights and privileges and is subject to the duties, obligations and burdens all as stated in the Declaration and By-Laws, as now existing or hereafter amended, and to the rules, regulations, resolutions and decisions of the Association adopted pursuant thereto in relation to the Units or the Common Elements.

SECTION 3. Every conveyance or lien using the Unit Designation assigned to it, as shown on Exhibit "B" hereto attached, shall be deemed to include its initial proportionate undivided interest in the Common Elements and shall include, without requiring specific reference thereto or enumerating them, all the appurtenances and easements in favor of the Unit and similarly be subject to all easements in favor of others including the Association.

SECTION 4. Any transfer of a Unit shall include such Unit described.

ARTICLE XIV **ASSOCIATION**

SECTION 1. The Declarant does hereby declare that the affairs of the Condominium shall be governed and controlled under the By-Laws, attached hereto as Exhibit "C", and by the Association, which will be a Corporation known as The Homes at Eagles Landing - South Condominium Owner's Association a corporation, of which all Unit Owners shall be members, and which shall operate and manage the Condominium Property by and through its duly elected officers and Board of Directors. There shall not be less than three (3) members of the Board of Directors of the Association, all of whom shall be elected for a term of one (1) year, and there shall be as officers of the Association, not less than a President, Secretary and Treasurer, all of whom shall be elected for a term of one (1) year. Any person may hold one or more offices.

SECTION 2. The Association shall have charge of and be responsible for and is authorized to manage the affairs of the Condominium, the Common Elements and other assets held by it on behalf of the Unit Owners except as herein otherwise limited. It shall have the powers, rights, duties and obligations wherever set forth in this Declaration or in the Condominium Documents. It shall adopt and execute all measure of proceedings

necessary to promote the interests of the Condominium. It shall fix charges, Assessments, fees and rents, and shall collect and hold all of the foregoing funds or other assets of the Condominium and administer them for the benefit of the Unit Owners. It shall keep accurate records and audit and collect bills. It shall contract for all loans, mortgages, leases and purchase or sale of Units in the Condominium acquired by it or its designee on behalf of all of the Unit Owners, where applicable. It shall approve or disapprove of sales or leases of such Units as herein specified. It shall direct all expenditures, select, appoint, remove and establish the salaries of employees and fix the amount of bonds for officers and employees. It shall license or lease any concessions and installation of vending machines. It may in its discretion and on behalf of the Condominium, lease additional land for parking facilities. It shall maintain the Common Elements as herein specified paying for services and supervising repairs and alterations. It shall pass upon recommendations of all committees and adopt rules and regulations as in its judgment may be necessary for the management, control and orderly use of the Common Elements, and in general, it shall manage the Condominium Property as provided herein and in the By-Laws, but nothing herein shall prevent the Association from employing and delegating such powers as it deems advisable.

SECTION 3. In order to limit the liability of the Unit Owners, the Association, its officers, Directors or its designee, of any contract or other commitment made by the Association, or a designee in its behalf, the contract shall contain the following statement: "The Association, by and through its Officers, Directors, its managing agent, manager or other designee, as the case may be, in executing this instrument, is acting only as agent for the Unit Owners, and shall have no personal liability on any contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability as the Common Interest of each Unit Owner bears to the aggregate Common Interest of all Unit Owners." The Board of Directors, or Officers of the Association shall have no liability to the Unit Owners for error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Board of Directors whether its members shall be bonded for this purpose, unless otherwise directed by the Unit Owners.

SECTION 4. True copies of the site and floor plans, this Declaration, the By-Laws, the rules and regulations, resolutions and decisions shall be kept on file in the Office of the Association and shall be available for inspection at convenient hours of week days by persons having an interest therein.

SECTION 5. The Association or a managing agent which it employs, as the case may be, shall keep detailed accurate records, in chronological order, of the receipts and disbursements arising from the operation of the property. It shall also keep an Assessment

roll as more fully set forth in Article XV, Section 10, hereof. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days. A written report summarizing such receipts and disbursements shall be given by the Association to all Unit Owners at least once annually.

SECTION 6. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

SECTION 7. Each Unit is entitled to one vote, which vote is not divisible. Where the Unit Owner is more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to cast the vote pertaining to that Unit. If more than one such person is present at a meeting, the vote pertaining to that Unit shall be cast in accordance with the provisions set forth in the Bylaws.

SECTION 8. An organizational meeting of the Homeowners Association shall be held as set forth in the By-Laws of The Homes at Eagles Landing - South Condominium Owners' Association, at Article V. Declarant(s) will maintain control of said Association from the time of the filing of said Declaration, until the later of either (a) the expiration of one (1) year from the organizational meeting of the Homeowner's Association or (b) until such time as the Declarant has sold seventy-five (75%) percent of the Units in the Condominium. A first annual meeting of The Homes at Eagles Landing - South Condominium Owners' Association., shall be held as set forth in the By-Laws, at which time officers will be elected and the By-Laws adopted.

ARTICLE XV

CHARGES, ASSESSMENTS AND PROFITS

SECTION 1. No Unit Owner may exempt himself from the liability for payment of his Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit; however, where a Unit Owner has transferred his entire interest in the Unit in accordance with the terms of the Condominium Documents, he shall not be liable for Common Expenses incurred subsequent to the date of transfer.

SECTION 2. The Common Expenses shall be charged by the Association to the Unit Owners equally. Any Common Surplus funds held by the Association shall be returned to the Unit Owners equally or in the alternative, at the discretion of the Association, may be held as a fund to be credited against future Assessments charged to the Unit Owners.

SECTION 3. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a Supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

SECTION 4. Insurance shall be obtained upon the Common Elements and improvements thereon and the cost therefor shall be borne as common charges and paid as Common Expenses as hereinafter more fully set forth.

SECTION 5. Assessments against the Unit Owners shall be made and approved by the Association and shall be paid by the Unit Owners and each owner shall be liable for his share of the Common Expenses, except as in this Article provided.

SECTION 6. Assessments for Common Expenses shall be made for each fiscal year by the Association. Such annual Assessments shall be due and payable on the dates established by the Board of Directors, who may review and reconsider the Assessments made and may increase or decrease the same. If an increase is required for the proper management, maintenance and operation of the Common Elements and/or the Limited Common Elements, the Unit Owners shall pay any such increase on the first day of the month following notice of the increase, or from time to time as may be established by the Association.

SECTION 7. Taxes, Assessments, insurance, water rates to the property owned by the Association and other charges which may be levied against the Condominium Property as a whole before separate Assessments for each Unit are made as provided by the Condominium Act, shall be paid by the Association and shall be included in the budget and paid by the Unit Owners as a Common Expense.

SECTION 8. All liens against the Common Elements of any nature including taxes and Special Assessments levied by governmental authority may be paid by the Association and shall be assessed by it against the Unit or Units in accordance with their respective interest, or to the Common Expense account, whichever in the judgment of the Association is appropriate.

SECTION 9. All Special Assessments, being those Assessments not otherwise provided for in this Article which are necessary to meet the requirement of the Association

and the Condominium Project, including, but not limited to, capital improvements, may be made by the Association at any time and from time to time, provided that such Special Assessment shall not be levied without the prior approval of Unit Owners representing, in the aggregate, sixty-six and two-thirds (66-2/3%) percent of the Units.

SECTION 10. The Assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the owner or owners, the Assessments for all purposes and the amounts of all Assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's Assessment account shall limit the liability of any person acquiring the Unit Owner's interest. The Association, or its agents, shall issue to the first mortgage upon its written demand a certificate showing the status on the Assessments due from the person as a Unit Owner.

SECTION 11. The Owners of a Unit and his grantee shall be jointly and severally liable for all unpaid Assessments due and payable at the time of conveyance. A purchaser of a Unit at a judicial sale shall be liable for such unpaid Assessments.

SECTION 12. If any Assessment or Common Expenses shall remain due and unpaid for more than fifteen (15) days, the Association is empowered to file or record a lien therefor and to enforce the same pursuant to the Condominium Act. In the event any Unit Owner fails to timely pay any Assessment, the Association shall, if the funds are required in order to enable the Association to discharge its obligations, levy a Special Assessment against all the remaining Unit Owners on a prorated basis according to their respective Common Interest. If the delinquent unpaid Assessments are subsequently secured from the defaulting Unit Owner, then in that event the Special Assessment shall be returned to the contributing Unit Owners.

SECTION 13. Any Unit Owner, by complying with the terms and conditions specified in the By-Laws, may convey his Unit and from and after such conveyance he shall be exempt from liability to the Association or to the Condominium organization for Common Expenses thereafter accruing.

SECTION 14. Water shall be obtained provided by the Association and charged as a Common Expense. Each unit shall be charged equally for water; however, any occurrence resulting in a higher than usual water usage shall be charged to the Unit Owner specifically responsible for the increase.

ARTICLE XVI
PURCHASE OF CONDOMINIUM PARCEL BY
ASSOCIATION

SECTION 1. DECISION: The decision of the Association to purchase a Condominium Parcel shall be made by the Board of Directors without the approval of the members except as provided in Section 2 and Section 3, hereof.

SECTION 2. LIMITATION: If at any one time the Association is already the Owner of or has agreed to purchase one or more Condominium Parcels, it may not purchase any additional Condominium Parcel without the prior written approval of members holding sixty-six and two thirds (66 2/3%) percent of the votes of those members eligible to vote thereon, except as provided in Section 3, hereof. A member whose Condominium Parcel is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitation shall not apply to Condominium Parcels either to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent Assessments, Special Assessments, or both where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, acting on behalf of the Association, may only purchase a Condominium Parcel in accordance with Section 1, hereof, or as the result of a sale pursuant to the foreclosure of (i) a lien on the Condominium Parcel for unpaid taxes; (ii) the lien of a mortgage; (iii) the lien for unpaid Assessments, Special Assessments or both; or (iv) any other judgment lien or lien attaching to such Condominium Parcel by operation of law.

ARTICLE XVII
RESTRICTIONS

SECTION 1. The Declarant, and every Unit Owner, by the acceptance of a deed or leasehold interest, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms and restrictions on sale or use of Units, covenants and conditions wherever imposed in this Declaration or other Condominium documents, including By-Laws, Rules and Regulations, as set forth below in Section 3, resolutions and decisions adopted by the Association pursuant thereto.

SECTION 2. Each Unit Owner, his heirs, successors and assigns, further covenants:

(a) SUBDIVISION: That he will not use, cause or permit the Unit to be used other than as provided in this Declaration, nor will he use, cause or permit the Unit to be subdivided, changed or altered without first having obtained the approval of the Architectural Control Committee. Subdivision of said Units shall be evidenced by filing in the Probate Judge's Office of Lee County, Alabama, by the Unit Owner, a Declaration and site and floor plan of said subdivided Units. Once so subdivided, each Owner shall be subject to the terms, conditions, and obligations on this Declaration and each owner shall own his proportionate part of Common Elements and be chargeable with his proportionate part of Common Expenses.

(b) RESIDENTIAL USE: All Units shall be restricted exclusively to residential use. No Unit or any Common Element, or any portion thereof, shall at any time be used for any commercial, business or professional purpose. Nothing set forth in this Section XVII(2) (b) shall prohibit the Declarant from conducting such sales and promotional activities on the Property as it shall determine or using any Unit owned by it in connection therewith, nor shall anything set forth in this Section XVII (2)(b) shall be construed as prohibiting the use of condominium Units for residential rental purposes.

(c) PROHIBITED ACTIVITIES: No noxious or offensive activity shall be carried on within the boundaries of any Unit, or upon any Limited Common Element or Common Element. Each Unit Owner, his family, tenants, guests and invitees, shall refrain from any act or use of his Unit, or the Limited Common Elements assigned to his Unit (if any), or any portion of the Common Elements, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other resident or residents of the Property.

(d) NUISANCES: No rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property. Without limiting the generality of any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property, or any portion thereof.

(e) MOTOR VEHICLES: Go-carts, trail bikes, and similar vehicles are prohibited from use on any part of the Property.

(f) CAR WASHING: Car washing is prohibited.

(g) PARKING: Except as the Association may otherwise determine through the adoption of differing rules and regulations, as herein below provided, only passenger automobiles and trucks having a load-bearing capacity of no more than three-quarters (3/4) of a ton, and being in operating condition with their current and effective license tags affixed thereto, shall be parked upon the Common Elements or upon any Unit, and non-automobiles, specifically including, but not limited to, boats, trailers, horse trailers, tractors, motor homes, campers and other recreational vehicles, shall not be stored or parked upon the Common Elements or upon any Unit so that they are visible from the Common Elements or from any other Unit. Vehicles permitted to be parked on the Property shall be parked only upon such areas of the Property as the Association shall designate but in no event shall there be parking on the grass; provided that it shall be permissible to park such permitted vehicles on those areas of Common Elements striped-off for parking, as well as on the driveways constituting part of any Unit owned by the Unit Owner who, or whose lessee (or the family members, guests or invitees of either of them), desires to park such permitted vehicle or vehicles, subject, however, to any other Unit Owner's easement rights with respect to the use of such driveway as set forth herein.

Notwithstanding the foregoing provisions of this Section, the Association may, but shall be under no obligation to, adopt rules and regulations which may permit to be parked upon the Common Elements or upon the units (or both) vehicles which are prohibited from being parked upon the Common Elements or upon the Units under the foregoing provisions of this Section, provided that any such rules or regulations shall impose restrictions and limitations upon the parking of such otherwise prohibited vehicles which the Association shall determine will prevent the parking of the same from being an eyesore to the residents of the Property.

(h) ANIMALS:

(1) Except as otherwise provided herein below, no animals shall be permitted upon the Property; provided, however, each Unit Owner shall have the right to keep a reasonable number of animals, not to exceed 2, of a type generally recognized as household pets, provided, further, that no one of such animals shall exceed twenty-two (22) pounds in weight.

(2) All animals which shall be kept upon the Property shall be kept and maintained as household pets (and not for any commercial purpose), and may not be kept and maintained upon the Property if they shall create an unreasonable amount of noise, or create a nuisance to any residents of the Property. All such household pets shall be on a leash when outside the Unit.

No pet shall be permitted to leave its droppings on the streets or any portion of the Common Elements, and the Owner of such pet shall promptly remove the same.

(3) Upon the written request of any Unit Owner, the Association shall determine whether a particular animal and its keeping is in conformity to the foregoing requirements. Any such determination by the Association shall be conclusive. If it shall be so determined that such animal is not of a type generally recognized as a household pet, or is being kept in a manner which does not conform to the foregoing requirements, or is creating an unreasonable amount of noise or constituting a nuisance to any resident of the Property, then the owner of the Unit on which such animal is being kept shall remove such animal from the Property promptly upon being ordered to do so by the Association. Likewise, if the Association shall determine that any Unit Owner is keeping an unreasonably large number of animals upon the Property (even if all such animals are of a type generally recognized as household pets), the owner of the Unit on which such animals are being kept shall promptly remove from the Property the number of animals which the Association orders to be removed; provided, however, that so long as all such animals are of a type and demeanor otherwise permitted to be kept on the Property, the Unit Owner to whom the Association's order is directed shall determine which of said animals are to be removed from the Property.

(i) SIGNS/FLAGS: No sign/flag of any kind or character shall be mounted, erected or displayed upon any portion of the Property without the express written permission of the Architectural Control Committee. The restriction herein stated shall include the prohibition of the placement of any sign/flag on any Limited Common Element or Common Element, the placement of any sign/flag within a Unit or on the Unit at a location from which the same shall be visible from the outside, and the placement of any sign/flag in or upon any motor vehicle while the same is upon the Property. Notwithstanding anything to the contrary contained in this Section, the Declarant shall have the ability, but not the obligation, to place one "For Sale" sign and/or one "For Rent" sign upon the Common Elements or Limited Common elements at the entrance to the Property. Any such sign shall be specifically approved by the Architectural Control Committee.

(j) STORAGE: No portion of any Unit or of any Limited Common Element or Common Elements open to general view shall be used for storage of any kind. Furthermore, nothing shall be done or kept within the boundaries of any Unit or on any limited Common Elements or Common Elements which will increase the rate of insurance

for the Property. No Unit Owner shall permit the storage of unusual or unnecessary amounts of flammable liquids, explosives, corrosives, poisons or other lethal chemicals, or any substance within the boundaries of his Unit or upon any Limited Common Elements appurtenant to his Unit or on the Common Elements, which would result in the cancellation of insurance on any Unit or any part of the Limited Common Elements (if any) or Common Elements or which would be in violation of any law.

(k) TEMPORARY STRUCTURES: Subject to the right of the Declarant to promote the sale of Units within the Condominium, no structure of a temporary character, including, without limitation, any trailer, tent, shack, garage or other out-building, shall be permitted on the Property at any time, whether temporary or permanently, except with the prior written consent of the Architectural Control Committee; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Property or any portion thereof, or in connection with the initial sales of Units within the Condominium in accordance with the provisions of Article X.

(l) ANTENNAS: No exterior antennas, aerials or satellite dishes shall be constructed or installed on the Property without the prior written consent of the Association.

(m) CLOTHESLINES: No outside clotheslines or other facilities for drying or airing clothes shall be erected, placed or maintained on any portion of the Property, nor shall any clothing, rugs or any other item be hung on any railing or fence located on the Property.

(n) UNIT GROUNDS: From and after the date on which a certificate of occupancy is issued for the Building which is initially constructed on any Unit, no structure or other improvement shall be constructed on such Unit, nor shall any fixture be attached to any part of such Unit, nor shall any equipment, materials or other personal property be stored, placed or maintained on any portion of such Unit so that such fixture, equipment, material or other personal property shall be visible from the street, from the Common Elements or from any other Unit, without the prior written consent of the Architectural Control Committee.

(o) PORCHES: All front and back porches shall be kept neat and clean. Owner shall not allow garbage or other debris to accumulate on either porch. Owner may keep one grill no larger than 42 inches on the back porch only. Chairs, tables, and other porch furniture and/or items may be kept on the front or back porch.

(p) ANNOYANCE: The Unit Owner will not use, permit or allow the Unit or any part thereof to be used for an immoral, improper, offensive or unlawful purpose, nor will he permit or allow any nuisance within the Unit, nor will he use, permit or allow the Unit to be used in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the property by the other Owners.

(q) CARPORTS: There shall be no carports or storage buildings allowed in the subdivision.

(r) AIR CONDITIONERS: No window air conditioner shall be installed.

(s) UNDERGROUND WIRING: Underground services to the individual Units for electrical distribution is the intent of this development and no overhead electrical wiring shall be permitted unless approved by the Architectural Control Committee.

(t) SWIMMING POOLS: Individual swimming pools will not be permitted.

(u) FENCING: All fencing, as to its location and type, must utilize the designated fencing type and be approved by the Architectural Control Committee prior to construction. Fence must be black aluminum or black vinyl in the picket style between 36" and 48" high coming off the back corner of the house exactly 15 feet out, no more, no less. Any privacy fences must be gated if located or violating any easements. All fencing shall come off the rear corner of a unit. Should a Unit Owner, without the approval of the ACC construct a fence, said Owner shall be required to maintain the fenced area, the fence and the exterior area directly adjacent to the fence.

(v) DECKS: All plans for decking shall be submitted to the Architectural Control Committee for approval.

(w) LANDSCAPING: All landscaping will be provided and maintained by the Home Owner's Association.

(1) All sod, shrubs, trees, and pine straw beds included in the original landscaping shall be properly maintained, mulched, and kept free of weeds by the Association. Dead or decaying plants shall be removed and replaced promptly so as to not cause an unsightly view.

(2) Landscaping shall include and incorporate plantings in order to provide trees along the street and to block the view of air conditioning units, and all other electrical boxes that may be visible from any street.

(3) Any additional plantings may be planted at the Unit Owner's expense after obtaining approval by the Architectural Control Committee. The Unit Owner shall be responsible for keeping this additional planting properly maintained, mulched and free of weeds and dead and decaying plants.

(x) YARD ORNAMENTS: No yard ornaments will be permitted.

(y) WINDOW TREATMENTS: All blinds visible from the exterior must show white or off-white so as to give a generally uniform appearance to the community. You cannot use foil, sheets, or other unsightly materials to cover the windows and you cannot display neon or other flashing signs in the windows.

SECTION 3. RULES AND REGULATIONS: The Board of Directors may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof by presenting the Board with a written opposition and upon resolution concerning the same. Copies of such rules and regulations, or any amendments, additions or modifications, shall be delivered to each owner not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XVIII

DEFAULT OF MORTGAGES OR OTHER LIENS ON UNITS

SECTION 1. Upon the happening of a default under the terms of a mortgage, which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given to the Association.

SECTION 2. The Association shall be entitled to bid at any sale, whether or not the action be in its name or it be a defendant therein, and to purchase any Unit at a foreclosure sale for such amount as shall be approved by a majority of the Board of Directors of the Association, taking into consideration the amount due the holder, the costs and disbursements, and all other charges affecting the unit. The Association shall not, however, be limited in its bidding to such amount or total, but may bid any higher sum that it finds necessary in order to protect the interests of the other Unit Owners.

ARTICLE XIX
COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration, the Condominium Documents, By-laws and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto as they now exist or as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

SECTION 1. Failure to comply with any of the same shall be grounds for an action to recover the sums due, for damages or injunctive relief, or both, maintainable by the Association on behalf of the Unit Owners, or in a proper case, by an aggrieved Unit Owner. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with the Declaration, Condominium Documents, By-Laws, and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto.

SECTION 2. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by act, neglect or carelessness, to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

SECTION 3. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees.

SECTION 4. The failure of the Architectural Control Committee, the Association or of a Unit Owner to enforce any rights, provisions, covenant or condition which may be granted by the Condominium Documents and the rules, regulations, resolutions and decisions adopted by the Architectural Control Committee, Association pursuant thereto, shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

SECTION 5. All rights, remedies and privileges granted to the Architectural Control Committee, Association, its designated agent, or a Unit Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents and the rules,

regulations, resolutions and decisions adopted by the Association pursuant thereto, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto, or at law or in equity.

ARTICLE XX **AMENDMENT**

Except as otherwise set out in this Declaration, the Condominium Documents may be amended in the following manner:

SECTION 1. Notice of the subject matter of any proposed amendment in reasonably detailed form shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

SECTION 2. A resolution adopting an amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners, and must be approved by the Unit Owners at a meeting called for this purpose. Unit Owners not present at the meeting considering such amendment may exercise their approval in writing or by proxy. Such approval must be by Unit Owners who in the aggregate own not less than sixty-six and two-thirds (66-2/3%) percent of the Units.

SECTION 3. A copy of each amendment shall be certified by the Chairman, Vice Chairman, or Acting Chairman of the meeting and the Secretary or Treasurer of the Association, as having been duly adopted and shall be effective when recorded in the Office of the Judge of Probate of Lee County, Alabama. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notice but the same shall not constitute a condition precedent to the effectiveness of such amendment.

ARTICLE XXI **INSURANCE**

SECTION 1. The Association shall obtain and maintain, to the extent available, insurance on only the Common Element improvements, together with machinery and equipment and all other personal property as may be held and administered by the Association for the benefit of the Unit Owners covering the interest of the Condominium organization, the Association and all Unit Owners and their mortgagees as their interest

may appear. The insurance shall be purchased from recognized insurance companies duly licensed to operate in the State of Alabama.

SECTION 2. The Association shall obtain policies of insurance which shall provide that the loss thereunder shall be paid to the Association as insurance trustees under this Declaration. A certificate of insurance with proper mortgagee endorsements shall be issued to the owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the Unit's interest in the Common Elements and Limited Common Elements of the Condominium Property. Such master insurance policies and certificates shall contain provisions that the insurer waives its right to subrogation as to any claim against the Association, its agents and employees, Unit Owners, their respective employees, agent and guests, and of any defense based on the invalidity arising from the acts of the insured, and providing further that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. The Association must acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms hereof. The Association shall pay, for the benefit of the Unit Owners and each Unit mortgagee, the premiums for the insurance hereinafter required to be carried at least thirty (30) days prior to the expiration date of any such policies and will notify each Unit mortgagee of such payment within ten (10) days after the making thereof.

SECTION 3. The Association shall insure against the following risks:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value of the Common Elements of the Condominium Project on not less than an eighty (80%) percent co-insurance basis, with waiver of depreciation and waiver of subrogation endorsements as determined annually by the Association with the assistance of the insurance company affording such coverage. Such coverage shall afford protection against the following:

1. Loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

2. Such other risks as from time to time customarily shall be covered with respect to such improvements, including but not limited to vandalism, malicious mischief, windstorm, and water damage, and such other insurance as the Association may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the

Association except where in conflict with the terms of this Declaration, and shall further provide that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days notice to all of the insured, including each Unit mortgagee.

3. All policies of casualty or physical damage insurance should provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of the Units.

(b) Public liability insurance in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile bodily injury and off-premises employee coverages.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Fidelity Insurance covering those employees of the Association and those agents and employees hired by the Association who handle Condominium funds, in amounts as determined by the Association.

SECTION 4. It shall be the responsibility of each Unit Owner to obtain insurance at his own expense affording coverage upon his personal property therein and personal property stored elsewhere on the Property, improvements, Limited Common Elements serving his Unit, and personal liability and casualty insurance on his Unit but all such insurance shall contain the same waiver of subrogation as that referred to in the preceding Section 2 of this Article. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit caused by his own conduct.

SECTION 5. Premiums upon insurance policies purchased by the Association shall be paid by it and charged as Common Expenses. Unit Owners shall pay their proportionate part of the premiums due in accordance with the percentages of ownership and as may further be determined by the Association.

SECTION 6. All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association hereinabove set forth shall be paid to it. The Association shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees, except that no mortgagee shall have any right to determine or participate in the determination whether or not damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary herein.

SECTION 7. Each Unit Owner shall be deemed to have delegated to the Association his right to adjust with the insurance companies all losses under policies purchased by the Association. The Association shall also have the power to bring suit thereon in its name and/or in the name of other insureds; to deliver releases on payments of claims; to compromise and settle such claims; and otherwise to exercise all of the rights, powers, and privileges of the Association and each Unit Owner or any other holder of an insured interest in the property under such insurance policies.

SECTION 8. In no event shall any distribution of proceeds be made by the Association directly to a Unit Owner where there is a mortgage endorsement on the certificate of insurance. In such event any remittances shall be to the Unit Owner and his mortgage jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

ARTICLE XXII **RECONSTRUCTION OR REPAIR**

Except as hereinafter provided, damage to or destruction of a Building or Unit shall be promptly repaired and reconstructed by the Unit Owner, using the proceeds of insurance, if any, on the Building for that purpose and any deficiency shall be paid for by the Unit Owner; provided, however, that if seventy-five (75%) percent or more of the buildings are destroyed or substantially damaged and the Unit Owners who in the aggregate represent seventy-five (75%) percent or more of the Unit's interest do not duly and promptly resolve to proceed with repair or restoration, then and in that event the Property, or so much therefor as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor as if the Units and the Condominium Property were owned in common. The net proceeds of the sale, shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective Common Interest. All insurance proceeds paid for the Association, if any, shall be considered one fund and shall be applied for the benefit of each Unit Owner as his interest may appear, or, if applicable, divided among all the Unit Owners in proportion to insurance premiums charged to the Unit Owners, directly or indirectly, under the provisions of this Declaration of Condominium.

No payment shall be made to a Unit Owner until there has first been paid off out of his share of such sale and insurance proceeds all liens on his Unit.

(a) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications. In the alternative, reconstruction may be according to plans and specifications approved by the Board.

(b) 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 place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires. If insurance proceeds are not sufficient to cover such estimated costs, then an Assessment shall be made against Unit Owners, except that each Unit Owner shall be responsible for the cost, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement costs which are necessitated by his negligence or misuse or the negligence or misuse by his agents, guests or employees.

(c) The proceeds of insurance collected by the Association on account of casualty, and the sums received by the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund and all insurance proceeds shall be applied to the payment of the actual Common Elements and Limited Common Elements costs.

(d) Each Unit Owner shall be responsible for the costs of reconstruction, repair, or replacement of his Unit.

(e) If the proceeds of insurance are not sufficient to defray completely the estimated costs of reconstruction and repair of the Common Elements and /or the Limited Common Elements by the Association, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs in proportion to the Unit Owner's share in the Common Elements.

(f) In the event of any taking of any Unit in the Condominium Project by eminent domain, the Unit Owner and the mortgagee of such Unit shall be entitled to receive the award for such taking, and after acceptance thereof, he and the mortgagee shall be divested of all interest in the Condominium Project if such Unit Owner shall vacate his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority of Unit Owners in percentage of Ownership of the remaining Unit Owners, shall determine by vote or written consent whether to rebuild or repair the Condominium Project or take such other action as such remaining Unit Owners deem appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of the Condominium Project shall be re-surveyed and the Condominium Documents thereto shall be amended to reflect such taking and to proportionately readjust the percentages of Ownership of the remaining Unit

Owners based upon a continuing total Ownership of the Condominium project of one hundred (100%) percent.

(g) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owners upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

(h) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Condominium Property, or, in the discretion of the Association, it may be distributed to the owners and their mortgagees who are the beneficial owners of the fund. The action of the Association in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against a Unit Owner for committing willful or malicious damage.

ARTICLE XXIII **TERMINATION**

SECTION 1. Declarant reserves the right to terminate this Declaration and to discharge same of record provided that no titles or leasehold interests have been conveyed or assigned to independent owners or lessees. It is distinctly understood and agreed by all persons having any interest in this Condominium that a declaration by the Declarant herein to the effect shall be sufficient to discharge same of record.

SECTION 2. Subject to the provisions of Article XXII of this Declaration, the Condominium may be terminated in accordance with Volume 19, Code of Alabama 1975, Title 35-8A-101 et seq. (Condominium Ownership), as now existing or hereafter amended, in which event the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Unit Owners as provided in said Statute, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off, out of his share of such net proceeds, all liens on his Unit. Such withdrawals of the property from the Condominium Act shall not bar it subsequent admission to the provision thereof in accordance with the terms of the Condominium Act.

SECTION 3. The Condominium shall be terminated by the agreement of Unit Owners of Units to which not less than eighty (80%) percent of the votes in the Association appertain, and the unanimous consent of all the mortgages on such Units. The determination to terminate shall be evidenced by a certificate of the Association signed by the President or Vice President and by the Secretary certifying as to the facts effecting the termination, which certification shall become effective upon being recorded in the Office of the Judge of Probate of Lee County, Alabama.

SECTION 4. After termination of the Condominium, the Unit Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Unit or Units formerly owned by such Unit Owners shall have mortgages and liens upon the respective undivided Common Interest of the Unit Owners. Such undivided Common Interest of the Unit Owners shall be as set forth in Exhibit "B1" and as subsequently changed as Phases are dedicated to this use. All funds, held by the Association and insurance proceeds, if any, shall be and continue to be held for the Unit Owners in proportion to the amount of their Common Interest. The cost incurred by the Association in connection with a termination shall be a Common Expense.

SECTION 5. The members of the Board of Directors of the Association, acting as agent for all Unit Owners, at the time of termination, shall continue to have such power as in this Article are granted, notwithstanding the fact that the Association and/or the Condominium organization itself may be dissolved upon a termination.

ARTICLE XXIV **COVENANTS WITH THE LAND**

All provisions of the Condominium Documents, as now existing, or hereafter duly amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof of interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto.

ARTICLE XXV
LIENS AND SUITS

SECTION 1. All liens against a Unit other than those permitted for mortgages, taxes or Special Assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and Special Assessments upon a Unit shall be paid before becoming delinquent.

SECTION 2. A Unit Owner shall give notice to the Association of every lien upon his Unit or any other part of the Property other than for mortgages, taxes and Special Assessments within five (5) days after the attaching of the lien.

SECTION 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

SECTION 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XXVI
PROVISIONS PERTAINING TO DECLARANT

Notwithstanding any other provisions herein contained, for so long as the Declarant continues to own any of the Units the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Declarant from any obligation of a Unit Owner to pay Assessments as to each Unit Owned by it, in accordance with the Condominium Documents. The Declarant specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth herein or in any Offering Plan and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

ARTICLE XXVII
CAPTIONS

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

ARTICLE XXVIII
GENDER, SINGULAR, PLURAL

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

ARTICLE XXIX
SEVERABILITY

If any provision of this Declaration, the Articles, By-Laws, any rules and regulations of the Architectural Control Committee or Association promulgated thereto, and any exhibits attached hereto, as the same may be amended from time to time, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Alabama, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

ARTICLE XXX
GOVERNING LAW

Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the Condominium Documents or any rules and regulations adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the State of Alabama.

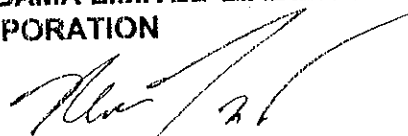
ARTICLE XXXI
RATIFICATION

Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any rules and regulations promulgated thereunder are fair and reasonable in all material respects.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed for it and in its name by Matthew K. Taylor on this 27th day of December, 2005.

**TAYLOR PROPERTIES, L.L.C., AN
ALABAMA LIMITED LIABILITY
CORPORATION**

By:



Matthew K. Taylor, Member

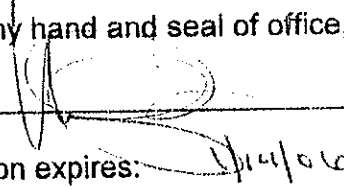
**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Matthew K. Taylor**, whose name as Managing Member of Taylor Properties, L.L.C., an Alabama Limited Liability Company, is signed to foregoing, and who is known to me, acknowledges before me on this day that, being informed of the contents of this conveyance, he as such Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 27th day of December, 2005.

Notary Public

My Commission expires:



CONDO 8A 522
Recorded In Above Book and Page
12/28/2005 08:31:23 AM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

STATE OF ALABAMA
LEE COUNTY

CONDO 8A 538
Recorded In Above Book and Page
12/28/2005 01:38:27 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY
Recording Fee 11.00
TOTAL 11.00

**FIRST AMENDMENT
TO
DECLARATION OF THE HOMES AT EAGLES LANDING-SOUTH**

This First Amendment to the Declaration of The Homes at Eagles Landing-South, is made the 28th day of December, 2005, by Taylor Properties, L.L.C., an Alabama limited liability company, (hereinafter referred to as "Declarant").

WHEREAS, by instrument dated December 27, 2005 and recorded in Condo Book 8A, at Page 479, et seq. (the "Declaration"), Declarant did establish a Condominium under the provision of Code of Alabama, 1975, Title 35-8-1, et seq.; and

WHEREAS, the Declaration contained an incomplete legal description of the property in Exhibit A attached thereto; and

WHEREAS, the Declarant desires to amend the Declaration in order to correct the legal description.

NOW THEREFORE, the Declaration is hereby amended to include all of the following described real property:

Lot 1-A, Taylor Park South First Addition to Lot 1, as shown on the map or plat of subdivision recorded in Plat Book 26 at Page 76 in the Office of the Judge of Probate of Lee County, Alabama.

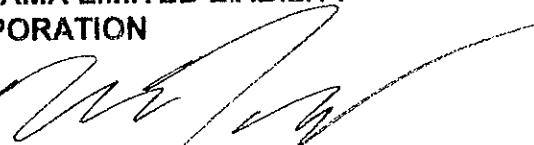
Said lot containing approximately 23.80 acres, more or less.

Except as amended hereby, the Declaration shall remain in full force and effect as to all of the above referenced property.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed for it and in its name by Matthew K. Taylor on this 28th day of December, 2005.

**TAYLOR PROPERTIES, L.L.C., AN
ALABAMA LIMITED LIABILITY
CORPORATION**

By:

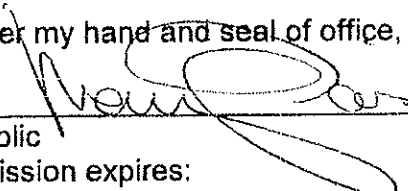


Matthew K. Taylor, Member

**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Matthew K. Taylor**, whose name as Managing Member of Taylor Properties, L.L.C., an Alabama Limited Liability Company, is signed to foregoing, and who is known to me, acknowledges before me on this day that, being informed of the contents of this conveyance, he as such Managing Member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 28th day of December, 2005.



Notary Public

My Commission expires:

CONDO 8A 559
Recorded In Above Book and Page
12/28/2005 01:38:27 PM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

EXHIBIT "A"

COMMENCE AT AN ALABAMA GEODETIC SURVEY CONCRETE MONUMENT LOCATED AT THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA; THENCE SOUTH 84 DEGREES 26 MINUTES 46 SECONDS WEST, 993.80 FEET TO A POINT; THENCE SOUTH 65 DEGREES 37 MINUTES 19 SECONDS WEST, 60.00 FEET TO A POINT; THENCE NORTH 70 DEGREES 17 MINUTES 33 SECONDS WEST, 43.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 47 MINUTES 35 SECONDS WEST, 94.17 FEET TO A POINT FOR A CORNER AND THE POINT OF BEGINNING OF THE PARCEL HEREIN TO BE DESCRIBED: FROM THIS POINT OF BEGINNING, THENCE SOUTH 19 DEGREES 46 MINUTES 34 SECONDS EAST, 94.68 FEET TO A POINT FOR A CORNER; THENCE SOUTH 13 DEGREES 40 MINUTES 18 SECONDS EAST, 89.33 FEET TO A POINT FOR A CORNER; THENCE SOUTH 08 DEGREES 00 MINUTES 56 SECONDS EAST, 82.32 FEET TO A POINT FOR A CORNER; THENCE SOUTH 24 DEGREES 48 MINUTES 51 SECONDS WEST, 69.88 FEET TO A POINT LOCATED ON THE NORTHERLY MARGIN OF A RESTRICTIVE COVENANT PARCEL; THENCE ALONG THE NORTHERLY MARGIN OF SAID RESTRICTIVE COVENANT PARCEL ON THE FOLLOWING COURSES AND DISTANCES: NORTH 67 DEGREES 04 MINUTES 09 SECONDS WEST, 183.24 FEET; NORTH 88 DEGREES 44 MINUTES 30 SECONDS WEST, 141.10 FEET; NORTH 63 DEGREES 22 MINUTES 12 SECONDS WEST, 231.82 FEET; NORTH 84 DEGREES 54 MINUTES 50 SECONDS WEST, 246.37 FEET; SOUTH 75 DEGREES 45 MINUTES 52 SECONDS WEST, 101.32 FEET; NORTH 77 DEGREES 36 MINUTES 06 SECONDS WEST, 21.32 FEET TO AN IRON PIN LOCATED AT THE SOUTHEAST CORNER OF LOT 1, TAYLOR PARK SOUTH FOR A CORNER; THENCE NORTH 18 DEGREES 16 MINUTES 57 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1, TAYLOR PARK SOUTH FOR A DISTANCE OF 498.44 FEET TO AN IRON PIN FOR A CORNER; THENCE NORTH 04 DEGREES 42 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 1 FOR A DISTANCE OF 17.57 FEET TO AN IRON PIN FOR A CORNER; THENCE NORTH 51 DEGREES 48 MINUTES 37 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 1 FOR A DISTANCE OF 109.02 FEET TO A POINT FOR A CORNER; THENCE NORTH 76 DEGREES 02 MINUTES 07 SECONDS EAST, 475.98 FEET TO A POINT FOR A CORNER; THENCE SOUTH 13 DEGREES 57 MINUTES 53 SECONDS EAST, 124.80 FEET TO A POINT FOR A CORNER; THENCE SOUTH 31 DEGREES 45 MINUTES 06 SECONDS EAST, 82.88 FEET TO A POINT FOR A CORNER; THENCE SOUTH 36 DEGREES 59 MINUTES 28 SECONDS EAST, 245.13 FEET TO A POINT FOR A CORNER; THENCE SOUTH 35 DEGREES 19 MINUTES 06 SECONDS EAST, 111.41 FEET TO A POINT FOR A CORNER; THENCE SOUTH 26 DEGREES 12 MINUTES 25 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10.30 ACRES, MORE OR LESS AND LIES IN SECTIONS 2 AND 11, TOWNSHIP 18 NORTH, RANGE 25 EAST, AUBURN, LEE COUNTY, ALABAMA., AND IS A PORTION OF LOT 1-A, TAYLOR PARK SOUTH, FIRST ADDITION, AS SHOWN ON THAT CERTAIN SUBDIVISION PLAT PREPARED BY GLENN N. GAYLOR, ALABAMA REG. NO. 20890, DATED FEBRUARY 7, 2005, AND FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA, IN PLAT BOOK 26, AT PAGE 76.

EXHIBIT "B"

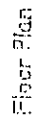
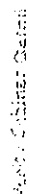
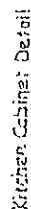
Surveys, including site and basic floor plans, and all attachments

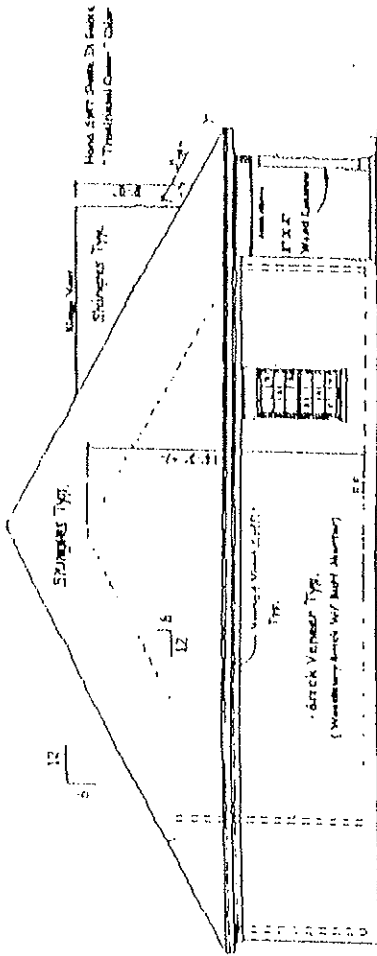
CONDO 8A 524
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12/28/2005 08:31:23 AM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

1. All Work Shall Meet National, State & Local Codes
2. Contractor Shall Verify All Conditions And Dimensions At Site Before Beginning Construction. Any Discrepancies Shall Be Reported To Civil Design Service For Verification And / Or Correction Before Proceeding With Work. Contractor Shall Assume Responsibility For Events That Are Not Discussed.
3. Contractor Shall Obtain Permits From All Applicable Authorities.
4. H.V.A.C. Design And Layout Is Others. Contractor To Verify Location Of All Equipment On Site W/ H.V.A.C. Sub-Contractor.

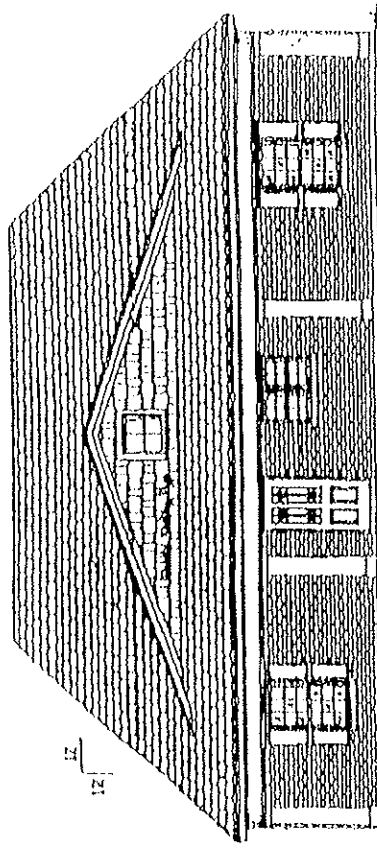
The following names are suggested Minimum Requirements Only.
 Time To A Minimum Of 3000 Per Region. Please refer and comply
 with all your local codes.

- [illegible]

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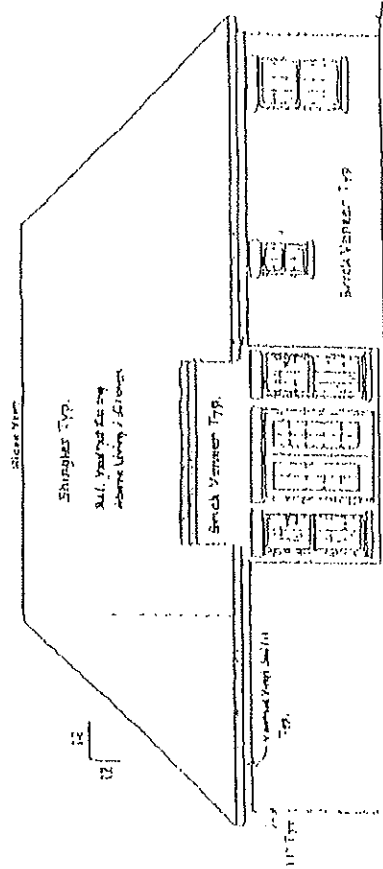
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Left Side Elevation

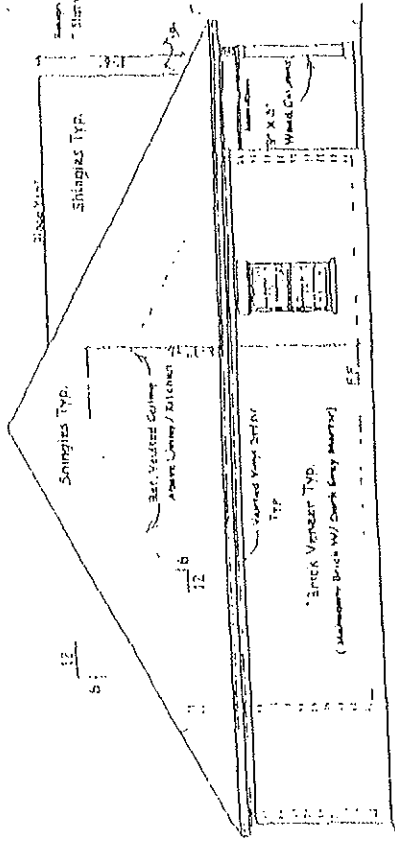


Front Elevation Option #1

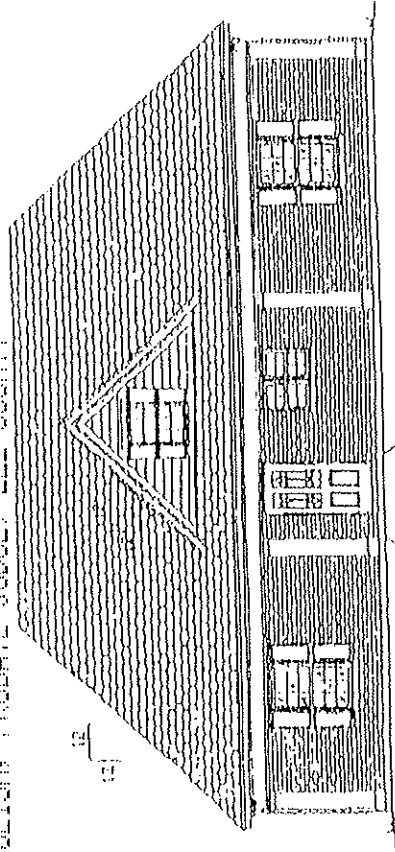
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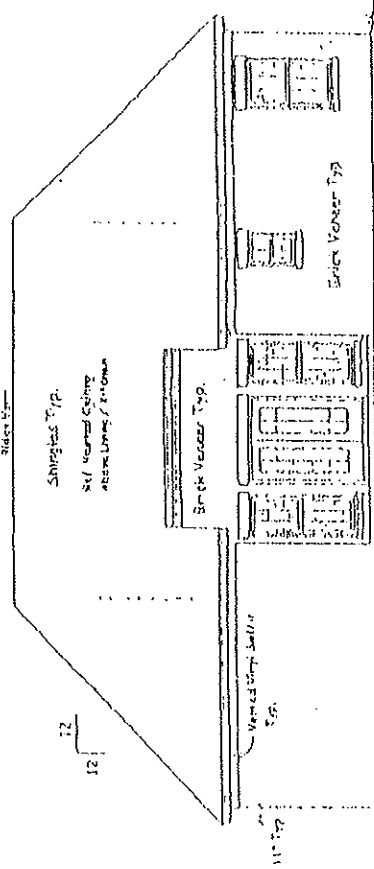
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Left Side Elevation

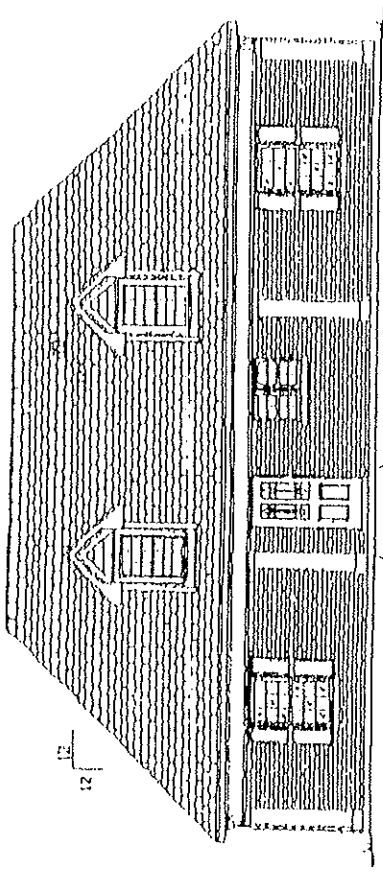


Front Elevation Option # 2

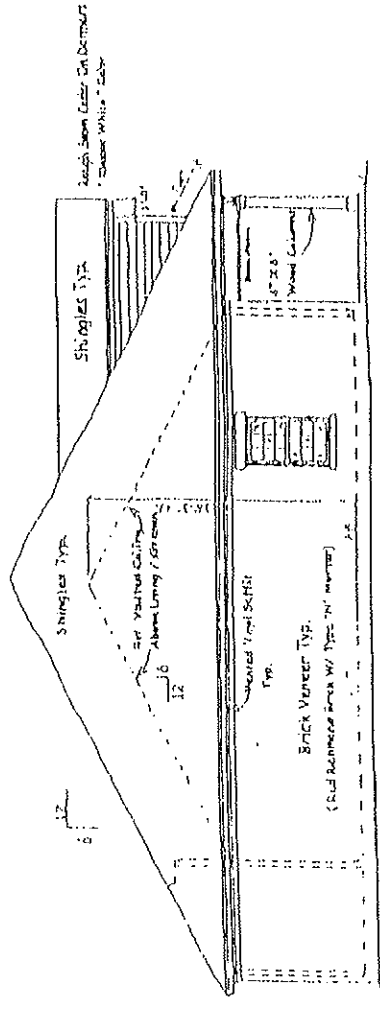


Rear Elevation

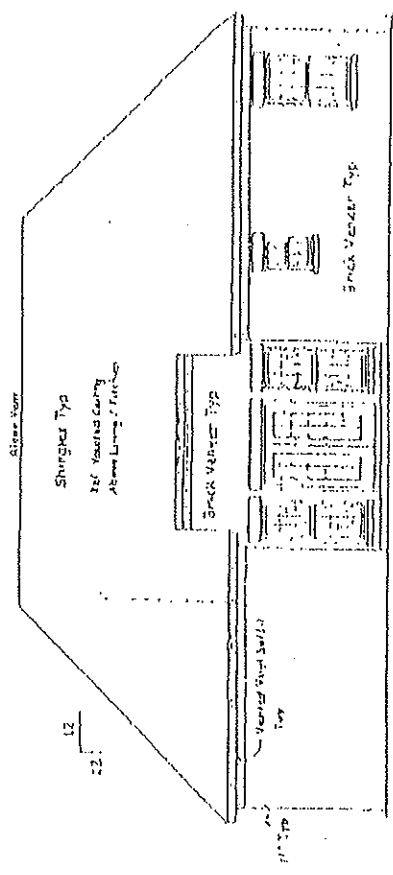
PLAN B



Front Elevation Option # 3



Left Side Elevation



Rear Elevation

PLAN C

EXHIBIT B-1

Undivided Interest in Common Elements of Each Unit Owner and Interest in Limited Common Elements

Each Unit Owner owns an undivided interest in Common Elements and Interest in Limited Common Elements Attributable the Unit equal to 3.33%.

CONDO 8A 530
Recorded In Above Book and Page
12/28/2005 08:31:23 AM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

EXHIBIT C

**By-laws of The Homes at Eagles Landing -South
Condominium Owner's Association, Inc.**

CONDO 0A 531
Recorded In Above Book and Page
12/28/2005 08:31:23 AM
BILL ENGLISH
PROBATE JUDGE
LEE COUNTY

**BY -LAWS OF
THE HOMES AT EAGLES LANDING-SOUTH
CONDOMINIUM OWNER'S ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

These are the By-Laws of The Homes at Eagles Landing - South Condominium Owner's Association, Inc., hereinafter called the "Association," a corporation not for profit under the laws of the State of Alabama, formed for the purpose of managing and operating a certain condominium located in Lee County, Alabama, known as Taylor Residential Condominiums, hereinafter referred to as the "Condominium." The principal office of the Association shall be located at the office of Davis & McLaughlin, 324 East Magnolia Avenue, Auburn, AL 36830.

**ARTICLE II
PURPOSES**

This Condominium is formed under the provisions of Volume 19 Code of Alabama 1975, Title 35-8A-101, et seq. (Condominium Ownership), being the Condominium laws and statutes of the State of Alabama, and hereinafter known as the Condominium Act, to serve as the means through which the Unit Owners, as defined in Article IX of the Declaration of Condominium, may express their opinions, wishes, and take action with regard to the administration, management and operation of the Condominium and the Condominium Property described in the Declaration.

**ARTICLE III
DEFINITIONS**

(a) "Declaration" shall mean that certain Declaration of Condominiums of The Homes at Eagles Landing - South filed in the Office of the Judge of Probate, Lee County, Alabama, in Book _____, at Page _____ and following, as the same may be amended from time to time in accordance with the terms thereof.

(b) Other terms used herein shall have the meaning given to them in the Declaration and are hereby incorporated by reference and made a part hereof.

**ARTICLE IV
UNIT OWNERS**

SECTION 1. PLACE OF MEETINGS: The Unit Owners of the Condominium shall hold meetings at the principal office of the Condominium or at such place as the Board of Directors shall authorize.

SECTION 2. FIRST ORGANIZATIONAL MEETING: The first meeting of the Unit Owners or the lessees to organize the Condominium shall be held not later than one hundred-eighty (180) days after the filing of the Declaration of Condominium.

SECTION 3. ANNUAL MEETING: Thereafter, the annual meeting of the Unit Owners of the Condominium shall be held at the principal office of the Condominium, or such other place as the Board of Directors shall authorize, at a date and time selected at the first meeting of the Condominium. At such annual meetings, the Unit Owners shall elect a Board of Directors of the Condominium, and may transact such other business as may properly come before the meeting.

SECTION 4. SPECIAL MEETINGS: After the first annual meeting, special meetings of the Unit Owners may be called by the President, Vice-President, Secretary, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Unit Owners who in the aggregate own not less than fifteen (15) percent of the Common Interest. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice.

SECTION 5. FIXING RECORD DATE: For the purpose of determining the Unit Owners entitled to notice of any meeting of the Condominium, or any adjournment thereof, or for the purpose of any other action, the Board of Directors shall fix, in advance, a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto.

SECTION 6. NOTICE OF MEETINGS:

A. Notice of meetings of the Unit Owners of the Condominium shall be in writing. Notice of the meetings and special meeting, other than the annual meeting, shall indicate and state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than ten (10) nor more than sixty (60) days prior to the date of the meeting. A copy of the notice shall also be posted at a conspicuous place on the Condominium Property at least ten (10) days prior to the meeting. Notice of all meetings at which disposition is to be made of assets, granting of rights or easements in the Condominium Property must also be given to the holders of the first mortgages on the Units and other necessary parties.

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

C. The minutes of all meeting of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives. The Association shall retain these minutes for a period of not less than five (5) years.

SECTION 7. WAIVER OF NOTICE: Notice of meetings need not be given to any Unit Owner who signs a waiver of notice either in person or by proxy, whether before or after the meeting; said notice shall be given to the Board of Directors. The attendance of any Unit Owners at a meeting, in person or proxy, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting.

SECTION 8. QUORUM OF UNIT OWNERS:

A. A quorum at a Unit Owners' meetings shall consist of persons representing Units which in the aggregate own not less than fifty (50) percent of the Units and which are entitled to vote therein. The subsequent joinder of a Unit Owner in the action taken at a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of a Unit Owner or Owners.

B. In the absence of a quorum, a majority of the Unit Owners present, in person or by proxy, may adjourn the meeting to a time and date not less than ten (10) days nor more than sixty (60) days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of an original meeting.

SECTION 9. VOTING:

A. Each Unit shall have one vote that the owner of the Unit shall be entitled to vote at all meetings of Unit Owners. The vote of a Unit shall not be divisible. Each vote shall be cast by the person named in the certificate of membership or by his proxy when filed with the Secretary of the Condominium. A Unit which has been acquired by the Board of Directors in its own name or in the name of its agents, designee or nominee on behalf of all of the Unit Owners shall not be entitled to vote so long as it continues to be so held.

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

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

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

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

(3) If more than one such owner is present at the meeting, and they concur, any one such owner may cast the vote for the Unit.

SECTION 10. PROXIES: A vote may be cast in person or by proxy. To be valid, proxies must be duly signed, dated, and acknowledged by the Unit Owner and must be filed with the Secretary before the appointed time of the meeting. A proxy is valid only for the particular meeting designated therein. A proxy may be revoked by the Unit Owner by appearance in person at the meeting and there and then filing with the Secretary at that time notice of the revocation.

SECTION 11. WRITTEN CONSENT OF UNIT OWNERS: APPROVAL OR DISAPPROVAL: Any action that may be taken by a vote may be taken without a meeting on written consent duly acknowledged setting forth the action so taken, or to be taken, of the Unit Owners holding in interest the majority of the shares entitled to vote thereon in accordance with Section 9 hereof. Approval or disapproval of a Unit Owner on any matter, whether or not the subject of a meeting, shall be by the person holding title to the Unit on the books of the Condominium at the time of the execution of the instrument, if no meeting is being held, or by the person owning the Unit on the record date, if such record date has been fixed and a meeting is to be held.

SECTION 12. ORDER OF BUSINESS: The order at the annual meeting of the Unit Owners of the Condominium shall be:

- (a) Calling the roll, certifying of proxies and establishing of quorum.
- (b) Proof of notice of the meeting or certificate as to waivers.
- (c) Reading and disposal of unapproved meetings.
- (d) Reports of the Officers of the Condominium.
- (e) Reports of the Board of Directors of the Condominium.
- (f) Reports of Committees.
- (g) Selection and appointment of inspectors of election.
- (h) Election of Board of Directors of the Condominium.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

SECTION 13. The order of business at all other meetings of the Unit Owners shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

SECTION 14. Roberts Rules of Order (latest edition) shall govern the conduct of proceedings except where the Declaration or the laws of the State of Alabama require a different method of procedure.

ARTICLE V MANAGERS

SECTION 1. BOARD OF DIRECTORS: The Condominium shall be managed by a Board of Directors, each of whom shall be over the age of nineteen (19) years. Except for Directors appointed by the Developer, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner, or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board shall be deemed vacant.

SECTION 2. NUMBER AND TERM OF OFFICE: The Board of Directors shall consist of not less than three (3) persons. The Board of Directors shall be elected to serve for a period of one (1) year.

SECTION 3. NOMINATION AND ELECTION:

A. The initial election of the Board of Directors shall be made at a duly held organizational meeting of the Unit Owners.

B. At least one (1) month preceding each annual meeting of the Condominium, there shall be appointed by the President a nominating committee of three (3) persons. The nominating committee shall meet with speed and after considering the qualifications of persons, shall select a person or persons to be elected members of the Board of Directors at the forthcoming annual meeting of the Condominium. Any member of the nominating committee shall be eligible for any nomination by said committee at such election. Such committee shall report its nominees by notice sent by mail to the Unit Owners at least ten (10) days prior to the date of the annual meeting. The names of the nominees shall be either typed or printed upon a ballot as candidates for the Board.

C. Any owner or owners of forty percent (40%) of the Units in the Condominium, may nominate candidates to the Board of Directors by presenting such nominations in writing signed by them to the chairman of the nominating committee or the Secretary of the Condominium and thereupon the names of such candidates shall also be typed or printed on the official ballot with a

special note as to the rights of any of the nominators. Such petition shall be presented not less than five (5) days before the annual meeting.

D. Before balloting for an officer or Director, the President of the Condominium shall appoint two (2) inspectors of election who shall collect, receive, canvass and report the votes cast at such election. The inspectors shall not be candidates.

E. The candidates receiving a plurality of the votes cast for the office shall be declared elected. Each member shall be entitled to cast one vote for each vacancy. There shall be no cumulative voting. In the case of members of the Board of Directors, those receiving the greater number of votes out of the number to be elected shall be declared elected and in case of a tie vote as to the last place to be filled, a new ballot shall be cast in order to determine the last successful candidate excluding those with a smaller number of votes who shall be declared defeated.

F. No Unit Owner who has failed to pay his Common Expenses or charges and against whom a lien therefor is being prosecuted shall be eligible for election as an officer or as a member of the Board of Directors.

G. Members of the Board of Directors and the officers of the Condominium shall be installed in the next meeting of the Board after their election.

H. Directors to be elected to fill any vacancies due to death, resignation or removal shall serve for the remaining unexpired term of the director they replace. Directors are elected otherwise to serve for one year.

I. Directors appointed by the Unit Owners are elected otherwise to serve for one year or until the next annual meeting, and until his or her successor shall be elected and qualified, or until he or she resigns or is removed in any manner provided elsewhere herein.

J. Directors appointed by the Developer shall hold office until he or she resigns, is removed by the Developer, or his or her term expires.

K. If the number of directors shall have been increased, they shall be elected at a special meeting called for that purpose in the manner prescribed herein.

SECTION 4. REMOVAL AND RESIGNATIONS:

A. A Director may be removed by a majority vote at a special meeting of the Unit Owners called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Unit Owners at the same meeting.

B. Directors may not be removed unless notice of the request for their removal and their resignation has been given to them and a special meeting has been called for that purpose.

C. A director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective. A resignation will not relieve the director resigning from his liability by reason of malfeasance or negligence while in office.

SECTION 5. 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 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. If at any meeting there is less than a quorum present, the majority of those present may recess the meeting from time to time until a quorum is present. At a recessed meeting any business which could have been transacted at the meeting originally called may be transacted without further notice. 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 the presence of a quorum.

SECTION 6. ACTION OF THE BOARD: A quorum being present, a vote of the majority of those present shall constitute the action of the Board except as to those matters where the law and Condominium Documents require a different majority. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

SECTION 7. VACANCIES IN THE BOARD: Vacancies in the board may be filled until the date of the next annual meeting of the Unit Owners by the remaining members of the Board, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds. The Board of Directors shall not fill a vacancy in the Board unless such appointment is required by law or the Condominium Documents to properly function as a Board. Any vacancy in the position of a Director appointed by the Developer shall be filled by the Developer.

SECTION 8. TIME AND PLACE OF BOARD MEETINGS:

A. The Board of Directors shall meet regularly at least once in six (6) months at such times and places as the Board may designate. It may hold its meetings at the office of the Condominium or at such other places as it may determine. The annual meeting of the Board shall be held immediately following the annual meeting of the Unit Owners at the place where such annual meeting of the Unit Owners is held.

B. A special meeting of the Board of Directors may be called by the President or Vice-President on two (2) days notice given either in writing, in person, by telephone, or by facsimile transmission or by wire to each Directors. Such special meeting must be called on the demand or request of two (2) members of the Board.

SECTION 9. NOTICE OF MEETINGS AND WAIVERS: Regular meetings once established may thereafter be held without notice at the time and at the place agreed upon by the Board. If the time or the place of a regular meeting should be changed by circumstances beyond the control of the Board, notice of the change shall be given in the same manner as for a special meeting.

Notice of a meeting need not be given to any Director who submits a waiver of notice, whether such waiver be before or after the meeting. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

All meetings of the Board of Directors shall be open to all members of the Association, and notice of such meetings shall be posted conspicuously on the Condominium Property no less than 48 hours prior to the meeting, except in the event of an emergency.

SECTION 10. MINUTES OF MEETINGS: The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives, or by Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

SECTION 11. PRESIDING OFFICER: The President or in his absence the Vice-President, or if both be absent, then a Chairman selected and chosen by the Board, shall preside at all meetings of the Board of Directors and of the Condominium.

SECTION 12. COMPENSATION: A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him or her in the performance of his or her duties.

SECTION 13. FEES: The fees, if any, of the members of the Board shall be determined by the Unit Owners at a meeting.

SECTION 14. POWERS AND DUTIES OF THE BOARD: The Board shall have the power and may exercise all of the powers granted to it under the Condominium Documents, except for such powers and duties reserved thereby to the Developer. The powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- A. To elect and remove officers of the Association as hereinafter provided.
- B. To make, levy, and assess common charges against the Unit Owners for the purpose set forth in the Declaration and to use the same in the exercise of its power and duties.
- C. To maintain, repair, replace, and operate the Condominium Property and in case of casualty to reconstruct and reestablish the property and to make improvements therein.
- D. To contract for the management of the property; to enforce by legal means all of the provisions of the Condominium Documents, these By-Laws, the rules and regulations of the Condominium, the resolutions and decisions rendered in pursuance of the By-Laws and to approve and disapprove proposed purchasers, lessees and mortgages on Units in accordance therewith.
- E. To prevent loss or damage to the Condominium by paying taxes, insurance, garbage, Assessments or water bills or other liens against any part of the Condominium Common Interest and to assess the same against the Unit or Units subject to such liens.
- F. To fix and assess charges for use of garage space or parking areas.
- G. To temporarily close or restrict the use of the Common Elements, and Limited Common Elements in the Condominium when required for a special use.
- H. To make or amend rules and regulations respecting the use and operation of the Property but not inconsistent with the Declaration.
- I. To maintain bank accounts on behalf of the Association and to designate signatories required therefore.
- J. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements and Limited Common Element; provided, however, that the consent of at least two-thirds (2/3) of the members, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the By-Laws, shall be required for the borrowing of any sum aforementioned.
- K. To pay the cost of all power, water, sewer, or other utility services rendered to the Condominium which are not separately billed to the Unit Owners.
- L. 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 Condominiums.
- M. To enforce the provisions of the Condominium Documents by legal action if necessary and to employ legal, accounting, maintenance, or other personnel for the reasonable

compensation to perform the service required for the proper administration of the Condominium.

N. To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.

O. To accept a deed or assignment of a lease hold interest from a Unit Owner who desires to relieve himself from the payment of future Common Expenses or charges.

P. To take possession of any abandoned Unit to prevent damage to the other Units or to the Common Elements.

Q. To hire and discharge persons employed for the operation of the property on such terms and conditions as the Board in its sole discretion may deem advisable.

R. To do any and all things which prudent operation of the Condominium would require.

SECTION 15. COMMITTEES: The Board of Directors may designate one or more committees that shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall consist of at least three (3) members, at least one (1) of whom shall be a Director. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

SECTION 16. 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 affairs of the Condominium under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board.

ARTICLE VI

OFFICERS

SECTION 1. At the annual meeting of the Board of Directors of the Condominium there shall be elected a President, Secretary, Treasurer and Vice-President. Any two or more offices may be held by the same person, except the offices of President and Secretary. These officers shall all serve for a term of one (1) year, until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself. Said officers shall be members of the Board of Directors.

SECTION 2. PRESIDENT: The President shall be the Chief Executive officer of the Association and he shall have all of the powers and duties usually vested in a president of an Association, including, but not limited to, the power to appoint committees as he may, with the

consent of the Board of Directors, deem appropriate; to preside over all meetings of the members and of the Board; to sign as President all deeds, contracts, and other instruments that have been duly approved by the Board; to call meetings of the Board whenever he deems it necessary in accordance with the rules; and to have the general supervision, direction, and control of the affairs of the Association . He shall exercise such other powers and duties as shall be prescribed by the Board. He shall see that all orders and resolutions of the Board shall be carried into effect. He may delegate some of his duties to the Vice-President elected.

SECTION 3. VICE-PRESIDENT: The Vice-President, who shall be a Director, shall perform all duties that are usually vested in the office of vice-president of a condominium association. He shall serve as chairman of the respective committees which the Board of Directors shall deem appropriate, and shall perform the duties and exercise the powers of the President, in the absence or disability of the President.

SECTION 4. SECRETARY: The Secretary shall be a Director, shall have all the powers and duties that are usually vested in the secretary of a condominium association, and shall keep a record of all actions of the Board and all meetings of the Unit Owners. He shall attend to the giving of all notices to the Unit Owners, and/or Directors and/or managers and shall supervise the service thereof. He shall have custody of the seal of the Condominium and shall affix the same to such instruments as may require a seal when duly signed. He shall prepare and have available at each meeting of the Unit Owners a certified list in alphabetical order of the names of the Unit Owners and of their Common Interest and certify which of them are entitled to vote. He shall sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instruments require a second Association signature. He shall perform all other duties incident to the office of Secretary of the Condominium as may be required by the President or the Board of Directors.

SECTION 5. TREASURER: The Treasurer shall keep the financial records of the Condominium and shall keep books of accounts and shall have custody of all the common property of the Condominium including all funds, securities and evidences of indebtedness. He shall keep the Assessment roll and the accounts of the Unit Owners. He shall perform all other duties incident to a Treasurer of a Condominium as prescribed by the Board. He shall deposit all monies and other valuables in the name of and to the credit of the Condominium in such depositories as shall be designated by the Board. He shall disburse the funds of the Condominium as may be ordered and authorized by the Board and shall preserve proper vouchers for such disbursements, provided, however, the Board may require one (1) or more signatures in disbursing funds, and provided further that an authorized signatory need not be a member of the Board. He shall render an annual report at the annual meeting of the Unit Owners. The Treasurer and the President shall, as prescribed by the Board, report on the operation of the Condominium Property and the payment of Common Expenses and the determination and collection of the common charges. The authority to collect and disburse funds on behalf of the Condominium may be assigned to an agent or employee hired by the Board to discharge such duties.

SECTION 6. COMPENSATION: An Officer shall not receive any compensation for any service he may render to the Association as an Officer; provided, however, that any Officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

SECTION 7. SPECIAL APPOINTMENTS: The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such a period, have such authority, and perform such duties as the Board may from time to time determine.

SECTION 8. RESIGNATION AND REMOVAL: Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 9. VACANCIES: A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

SECTION 10. All employees as such of the Condominium may be removed by the Board. The officers may be removed in the same manner as a director can be removed as provided in Section 4 of Article V herein.

ARTICLE VII **FISCAL MANAGEMENT**

SECTION 1. The provisions for fiscal management of the Condominium as set forth in the Declaration shall be supplemented as follows:

A. The Assessment roll shall be maintained in a set of accounting books, duly approved by an accountant, in which there shall be an account for each Unit. Such account shall designate the name and address of the owner or owners, the amount of each Assessment against the owners, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due on the Assessments. In making up the Assessment roll, the Unit is treated as such and no division shall be made because the Unit is held by more than one (1) person.

B. The Board of Directors shall prepare, or cause to be prepared, an annual budget for each fiscal year, to be adopted, containing reserve accounts for, but not limited to, capital expenditures and deferred maintenance, and, for each year shall contain estimates of the cost of performing the various functions of the Condominium and shall include among its items:

1. Common Expense budget:
 - a. Maintenance and operation of Common Elements, Limited Common Elements, landscaping, street, walkways, parking spaces, ponds and creek.
 - b. Utility services, septic systems and garbage.
 - c. Casualty insurance.
 - d. Liability insurance.
 - e. Administration.
 - f. Ad valorem taxes.
 - g. Municipal assessment.
 - h. Reserves.
 - i. Any other items which the Board finds necessary to include therein
2. The proposed Assessment against each Unit Owner and the manner of payment.

SECTION 2. Copies of the proposed budget and proposed Assessments shall be transmitted to each member. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall be furnished to each member concerned.

SECTION 3. The depository of the Condominium shall be such bank or banks as shall be designated from time to time by the Board of Directors. The monies of the Condominium shall be deposited therein. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Directors.

SECTION 4. An audit of the accounts of the Condominium shall be made annually by a certified public accountant and a copy of the report shall be furnished to each member not later than ninety (90) days after the end of the year for which the report is made.

SECTION 5. Bonds may be required by the Board of Directors from all officers and employees of the Condominium. The amounts of such bonds shall be determined by the Board. The premium on such bonds shall be paid by the Condominium.

SECTION 6. ASSESSMENTS: On or before the first day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one twelfth of his or her share of the Common Expenses for such year as shown by the annual budget. The Assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly Assessment for each Unit Owner shall be in proportion to his or her respective ownership interests in the Common Elements and Limited Common Elements.

The Board of Directors may cause to be sent to each Unit Owner, on or before the first day of each, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the monthly Assessment. If the Board shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his or her monthly Assessment as last determined. No Unit Owner shall be relieved of his or her obligation to pay his or her Assessment by abandonment of his or her Unit or lack of use of the Common Elements.

SECTION 7. ACCELERATION OF ASSESSMENT INSTALLMENTS: If a Unit Owner shall be in default in the payment of any installment of an annual Assessment for more than *ninety (90) days*, the Board may accelerate all remaining monthly installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

SECTION 8. SPECIAL ASSESSMENTS: The Board of Directors can cause to be sent to each Unit Owner statements for all Special Assessments, being those Assessments not otherwise provided for in Article XIV, Section 9, of the Declaration, that are necessary to met the requirement of the Association and the Condominium Project, for which the Unit Owners are liable to the Association.

SECTION 9. SUPPLEMENTAL ASSESSMENTS: If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

SECTION 10. ANNUAL STATEMENT: Within ninety (90) days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable.

SECTION 11. ACCOUNTING RECORDS: The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each unit showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners at reasonable times.

ARTICLE VIII
AMENDMENTS TO THE BYLAWS

SECTION 1. Amendments to the By-Laws shall be proposed by either a majority of the Board of Directors or by Unit Owners who in the aggregate own not less than thirty percent (30%) of the Units of the Condominium. The proposed amendment must be reduced to writing and must be accompanied by the opinion of legal counsel as to whether the amendment is permitted under the Declaration and Condominium Documents and whether the consents from the holders of the first mortgages or other necessary parties are required. It shall be included in the notice of any meeting the action which is to be taken thereon.

SECTION 2. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Unit Owners, who in the aggregate own not less than thirty (30%) percent of the Units of the Condominium, and approved by the Unit Owners at a meeting called for this purpose. Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by sixty-six and two-thirds percent (66-2/3%) of the votes entitled to vote thereon.

SECTION 3. An amendment when adopted shall become effective only after being recorded with the recording officer in the same place where the Condominium Documents are recorded.

SECTION 4. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declarant or any Institutional Mortgagee without the consent of the Declarant or the Institutional Mortgagee, as the case may be. No amendment that is in conflict with the Articles or the Declaration shall be adopted.

SECTION 5. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Lee County, Alabama, with these Bylaws in accordance with the Act.

ARTICLE IX
CERTIFICATE OF OWNERSHIP

SECTION 1. Each Unit Owner shall receive a certificate which shall be numbered and entered upon the books of the Condominium as they are issued. There shall be endorsed thereon the items set forth in Article IV, Section 9 hereof, and shall bear the seal of the Condominium. Such certificate shall not be transferable and shall be marked that it is "issued for voting purposes only, title and ownership of the Unit are transferred and determined by deed or by operation of law."

SECTION 2. Upon presentation of satisfactory proof of the change of ownership of the Unit to the Secretary of the Condominium, the old certificate of membership of the Unit shall be canceled and a new certificate of membership issued to the new owner.

SECTION 3. In the determination of the record date for the purpose of voting, the ownership of the Unit upon the membership list of the Condominium shall control.

SECTION 4. The Board shall have power to close the membership list for ten (10) days preceding any special or annual meeting of the Unit holders.

ARTICLE X FISCAL YEAR

The fiscal year shall begin on the 1st day of January in each year, or as the Board of Directors shall establish.

ARTICLE XI EXECUTION OF INSTRUMENTS

All instruments of the Condominium Owner's Association shall be signed, executed and/or acknowledged under seal by the President, Vice President, or such other officer or officers as the Board of Directors shall designate.

ARTICLE XII RULES AND REGULATIONS

The restrictions of the Condominium are set forth at Article XIV of the Declaration, with any additional Rules and Regulations of the Condominium, marked Exhibit "E", being annexed to the Declaration. They are intended to govern the details of the operation and the use of the Common Elements and the restrictions and requirements for the use and maintenance of the Unit. They are designed to prevent unreasonable use of their respective Units and the Common Elements by other Unit Owners.

The Rules and Regulations may be amended from time to time by the Board of Directors, however, a majority of the members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or addition thereto. Copies of such rules and regulations, or any amendments, additions, or modifications, shall be delivered to each Unit Owner not less than ten (10) days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIII
MISCELLANEOUS

SECTION 1. CONSTRUCTION: Wherever the contest so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

SECTION 2. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision hereof.

SECTION 3. CONFLICTS: In the event of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall govern.

The foregoing By-Laws are hereby declared to be the By-Laws of the Condominium until the first annual meeting of the Board.

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LEE COUNTY

EXHIBIT D

**Articles of Incorporation of The Homes at Eagles Landing -South
Condominium Owner's Association, Inc.**

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PROBATE JUDGE
LEE COUNTY

**ARTICLES OF INCORPORATION
OF
THE HOMES AT EAGLES LANDING - SOUTH
CONDOMINIUM OWNER'S ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS: That, the undersigned, desiring to form themselves into a non-profit corporation for the purposes hereinafter set forth, do hereby make and subscribe their names to these Articles of Incorporation.

**ARTICLE I
NAME**

The name of the corporation shall be "The Homes at Eagles Landing - South Condominium Owner's Association, Inc."

**ARTICLE II
PURPOSES**

The purposes of the corporation shall be to function as a condominium "association" as that term is used in Volume 19 Code of Alabama 1975, Title 35-8A-101, et seq. (Condominium Ownership), and to carry out all of the duties and responsibilities of a condominium association as are required under said statute and under the Declaration of The Homes at Eagles Landing - South which Declaration was recorded on the 28 day of December, 2005, in Condominium Book 8A, at Page 479, in the Office of the Judge of Probate of Lee County, Alabama.

**ARTICLE III
POWERS**

The Corporation shall have all powers of an association as are provided in the Condominium Ownership Act and in the Declaration of The Homes at Eagles Landing - South, and all such powers as may be necessary or desirable to discharge the duties of an association under the Condominium Ownership Act and the Declaration of The Homes at Eagles Landing - South, including, but not limited to, the power to enter into and perform any contract and to perform all acts which may be necessary or convenient to the operation, management, maintenance, and administration of a residential condominium project.

Not in limitation of the foregoing powers, but in addition thereto, the corporation shall have the following:

(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) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the 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 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.

(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.

(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 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.

(5) To contract for the management of the Condominium Property and to delegate such agent(s) all or some of the powers, duties, and responsibilities of the Association.

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

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its Members.

(8) To reconstruct the Condominium Property after casualty or other loss.

(9) To make additional improvements on and to the Condominium Property.

(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.

(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.

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease,

mortgage, and convey the same.

(13) To lease or license the use of Common Elements in a manner not inconsistent with the rights of Unit Owners.

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

(16) To adopt and establish By-Laws for the operation of the Condominium Association.

(17) 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.

(18) To purchase, lease, or otherwise lawfully acquire and hold all materials, fixtures, machinery, office supplies, furniture and equipment, and other apparatus, of whatever nature, if the same shall be necessary or incident to the business aforesaid.

(19) To purchase, acquire, hold, improve, sell, convey, assign, release, mortgage, encumber, lease, hire and deal in real personal property of every name and nature, including stocks and securities of other corporations and to lend money and take securities for the payment of all sums due to the corporation to sell, assign, and/or release such securities.

(20) To improve and operate, and to sell, convey, assign, mortgage or lease any real estate and any personal property.

(21) To acquire the good will, rights and property, and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, bonds or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to handle in any lawful manner the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

(22) To guarantee, purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge, or otherwise dispose of shares of the capital stock, bonds or other evidences of indebtedness created by other corporations, and while the holder of such stock, to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

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(23) To borrow money for any of the purposes of the corporation and to issue notes and other obligations thereof, with or without security, and to pledge or mortgage the whole, or any part of its property, real or personal; and to draw, make, accept, endorse, discount, guarantee, execute and issue promissory notes, bills of exchange, drafts, warrants, and all kinds of obligations and certificates and negotiable or transferable instruments.

(24) To subscribe for, purchase, or otherwise acquire and hold with the same right of ownership therein as may be permitted natural persons, the shares, bonds and obligations of the other corporation.

(25) To protect the business of the corporation or any part thereof by trade marks, trade names, or distinguishing name or title, and to acquire or take over the trademarks, trade names, process, formulae, patent rights, inventions, and apparatus useful and convenient in the conduct of the said business of the corporation.

(26) To have one or more offices and to conduct any or all of its operations and business and to promote its objects within the State of Alabama, without restrictions as to place or amount.

(27) To establish lines of credit with banking houses or elsewhere, for the purposes hereinbefore and set forth, and to incur indebtedness, and to raise, borrow and secure the payment of money in any lawful manner for any purposes in or about its business or affairs without limit as to amount.

(28) The foregoing clauses may be construed as objects and powers and it is hereby expressly provided that the foregoing enumeration or specific powers shall not be held to limit or restrict in any manner the powers of the corporation. In addition to the objects aforesaid, the corporation shall have the power to conduct and carry on any business or activity not prohibited by law, nor required by law to be specifically stated in these Articles.

(29) To do any and all things herein set forth and in addition, such other acts and things as are necessary or convenient to attainment of the purpose of this corporation, or any of them, to the same extent as natural persons might or could do in any part of the world, insofar as such acts are permitted to be done by a non-profit corporation organized under the laws of the State of Alabama.

ARTICLE IV

ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and the purposes of

the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

ARTICLE V **MEMBERS**

Each Unit Owner, as that term is used in the Declaration of The Homes at Eagles Landing - South (hereinafter sometimes referred to as "Declaration"), shall be a member of the corporation and no other person or entity shall be entitled to membership.

The share of an owner in the funds and assets of the corporation cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium Project.

Each Unit shall be entitled to one (1) vote. No owner shall be entitled to vote at any meeting of the corporation until he has presented evidence of ownership of a Unit in the Condominium Project to the corporation. The vote of each owner may only be cast by such owner or by a proxy given by such owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as owners, any one of such owners may vote as the owner of the Unit at any meeting of the corporation and such vote shall be binding on such other owners who are not present at such meeting until written notice to the contrary has been received by the corporation.

ARTICLE VI **BOARD OF DIRECTORS**

The number of Directors shall be fixed by the By-Laws, but shall not be less than three (3). The number of Directors constituting the initial Board of Directors is three (3), and the names and addresses of the persons who are to serve as the initial Directors are:

<u>NAME</u>	<u>ADDRESS</u>
Matthew K. Taylor	43 River Shoals Drive Athens, GA 30606
Loriann Wojcik Taylor	43 River Shoals Drive Athens, GA 30606
Linda Penrod Brandt	1199 South Donahue Drive Auburn, AL 36832

After the first year, the Directors shall be elected or appointed in such a manner and at such times as may be prescribed in the By-Laws. Except as may otherwise be provided for in the By-Laws, each Director shall be a person designated by the Developer or a person entitled to cast a vote in the Association.

Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the By-Laws.

All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration of Condominium, these Articles, or the By-Laws.

ARTICLE VII **OFFICERS**

The Officers of the corporation shall consist of a President, Vice-President, Secretary and Treasurer. More than one office may be held by one person. Each said Officer shall be elected or appointed at such time and in such manner and for such terms as may be prescribed by the By-Laws. The initial Officers of the Corporation who will serve until election or appointment of their successors in accordance with the By-Laws, with their respective addresses, are as follows:

President/Treasurer:	Matthew K. Taylor
Vice-President:	Loriann Wojcik Taylor
Secretary:	Linda Penrod Brandt

ARTICLE VIII **EXECUTION OF INSTRUMENTS**

All instruments for the Condominium Owner's Association shall be signed, executed and/or acknowledged under seal by the President, Vice President, or such other officer or officers as the Board of Directors shall designate.

ARTICLE IX
INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification here in shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X
TERM

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

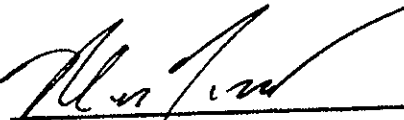
ARTICLE XI
REGISTERED AGENT

The registered office of said Corporation shall be the offices of Davis & McLaughlin, 324 East Magnolia Avenue, Auburn, Alabama 36830, and the registered agent is Nancy Davis. The mailing address of the Corporation shall be the same.

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**THE HOMES AT EAGLES LANDING-SOUTH
CONDOMINIUM OWNER'S ASSOCIATION,
INC.**

By:


Matthew K. Taylor, Incorporator

**STATE OF ALABAMA
COUNTY OF LEE**

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Matthew K. Taylor, Incorporator of The Homes at Eagle Landing-South Condominium Owners Association, Inc., a corporation, is signed to foregoing, and who is known to me, acknowledge before me on this day that, being informed of the contents of this conveyance, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 27th day of December, 2005.


Notary Public

My Commission expires: 1/14/06

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PROBATE JUDGE
LEE COUNTY

The Homes at Eagles Landing South
Condominium Owners Association, Inc.
2008 Proposed Operating Budget

Utilities		Monthly	Annual
	Electric- C/A Lighting	\$ 200.00	\$ 2,400.00
	Water & Sewage-Irrigation	\$3,700.00	\$44,400.00
	Garbage Removal	\$3,120.00	\$37,440.00
		\$7,020.00	\$84,240.00
Operations			
	Landscape Maintenance	\$3,977.00	\$47,724.00
	Grounds Maintenance	\$1,000.00	\$12,000.00
		\$4,977.00	\$59,724.00
Insurance			
	Fire & Extended Coverage	\$ 83.33	\$ 1,000.00
		\$ 83.33	\$ 1,000.00
Administration			
	Bookkeeping	\$ 800.00	\$ 9,600.00
	Legal & Accounting	\$ 100.00	\$ 1,200.00
	Office Supplies & Postage	\$ 20.00	\$ 240.00
		\$ 920.00	\$11,040.00
Reserves			
	General Reserves	\$ 4,100.00	\$49,200.00
		\$4,100.00	\$49,200.00
Total		\$17,100.33	\$205,204.00
Total Number of Units	95	\$ 180.00	\$ 2,160.00