

**OFFERING STATEMENT
AUBURN LEGENDS RV RESORT, A CONDOMINIUM**

DECLARANT

The name of the Declarant is Auburn Legends RV Resort, LLC, whose principal address is 534 SE 7th Street, Summerdale, Alabama 36580.

GENERAL DESCRIPTION OF CONDOMINIUM

The name of the condominium is "Auburn Legends RV Resort, a Condominium" The Condominium shall consist of all of that certain parcel of real property lying and situated in Lee County, Alabama and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"). The address of the Condominium is 41 Lee Road 51 Auburn, AL 36832.

UNIT DESIGNATION

There are to be sixty seven (67) Units, as that term is described in the Declaration of Condominium of Auburn Legends RV Resort, a condominium (the "Declaration") together with the Common Elements more specifically set forth and described in the Declaration and the Plat attached thereto.

CONDOMINIUM DOCUMENTS

Attached hereto and incorporated herein said condominium documents are as follows:

EXHIBIT "A":	Legal description of the Property.
EXHIBIT "A-1"	Condominium Plat
EXHIBIT "B":	Declaration of Auburn Legends RV Resort, a Condominium
EXHIBIT "C":	Statement of Acknowledgment
EXHIBIT "D"	Insurance Certificate
EXHIBIT "E":	Proposed Association Budget
EXHIBIT "F"	Title Liens and/or Encumbrances

ASSOCIATION BUDGET
PROPOSED BUDGET AND COMMON EXPENSES

A copy of the proposed budget for Auburn Legends RV Resort Condominium Owners Association, Inc., which was prepared by Declarant, is attached hereto as Exhibit "E." The proposed assessment and expenses are borne proportionately by each Unit Owner based on the formulas established by the Declaration. There are no services that the Declarant provides not reflected in the Budget, or expenses that it pays, or that it expects may become at any subsequent time, a Common Expense of the Association. There is no current balance sheet for the Association.

SPECIAL FEES

The Purchaser will be obligated to pay the closing costs as provided in the Purchase Agreement. Additionally, the Purchaser will pay to the Association, at Closing, an initial fee to establish an operating account for the Association equal to two times the monthly assessment amount. There will be no proration for the monthly assessment with respect to the month in which the Unit is conveyed; the first monthly assessment will be due and payable on the first day of the month following the closing of the Unit.

TITLE
LIENS AND ENCUMBRANCES

The liens and encumbrances of the Property are described and set forth in Exhibit "F " attached hereto.

FINANCING

The Declarant does not offer or arrange, nor is Declarant responsible in any way for, financing the purchase of any Unit.

ACKNOWLEDGMENT STATEMENT

Per **Alabama Code § 35-8A-403**, a Statement of Acknowledgment has been prepared and attached hereto as Exhibit "C". Said Statement shall be signed by both the Declarant and Purchaser.

ASSOCIATION STATEMENTS

1. Judgments and Suits. There are no unsatisfied judgments or pending suits against the Association or the Declarant; and the Declarant has no actual knowledge of any pending suits material to the condominium.

2. Escrow Account for Deposits. Any deposit made in connection with the purchase of a Unit will be held, in escrow, by Davis, McLaughlin & Muncie, Attorneys at Law, pursuant to the Condominium Act, and will be returned to the Purchaser, if the Purchaser cancels the Purchase Agreement pursuant to section 35-8A-408. The address of the escrow agent is 324 East Magnolia Avenue, Auburn, Alabama 36830.

RESTRAINTS AND RESTRICTION

The Declaration of Auburn Legends RV Resort, a Condominium sets forth the covenants, conditions and restrictions regarding the use, sale and lease of the Units. In addition, the Board of Directors of Auburn Legends RV Resort Condominium Owners Association, Inc. may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property.

There is currently no limitation on the amount for which a Unit may be sold or amount that may be received by a Unit Owner on sale, condemnation, casualty loss to the Unit or to the Condominium or on the termination of the Condominium.

INSURANCE COVERAGE

The requirements as to insurance for the Condominium and the Unit Owners are provided in Article XXI of the Declaration. The Association is required to obtain, maintain and pay the premiums upon, as a Common Expense, the insurance more particularly described on Exhibit "D" attached hereto and made a part hereof.

ZONING

Use of the Property as a condominium is permitted under the applicable Zoning Ordinances.

DEVELOPMENT RIGHTS

Declarant, its successors and assigns, reserves the right to change the size and arrangement of all Units, to change the size and arrangement of the Common Elements, to alter the boundaries between Units and to increase or decrease the number of Units so long as the Declarant, or its affiliates or owners, owns the Units so altered, or with respect to the Common Elements, still owns a Unit.

Any development right must be exercised within Ten (10) years of the initial filing of the Declaration of Condominium. In the event that any additional Units are created, said Unit shall be subject to the use restrictions found in the Declaration. No assurance is made with regard to any limitations as to the locations of any building or other improvement that may be made within any part of the Condominium pursuant to any development right reserved by Declarant. No assurance is made with regard to the type and size of any limited Common Element that may be created pursuant to any development right reserved by the Declarant.

AMENDMENT REQUIREMENTS

The Declaration of Auburn Legends RV Resort, a Condominium may be amended in accordance with the requirements of §35-8A-217, Code of Alabama (1975) and in accordance with the Declaration of Auburn Legends RV Resort, a Condominium. The Bylaws of Auburn Legends RV Resort Condominium Owners Association, Inc. may be amended in accordance with the requirements of §35-8A-306, Code of Alabama, and the Bylaws of the Association.

MISCELLANEOUS

DECLARANT SHALL AMEND THE OFFERING STATEMENT TO REPORT ANY MATERIAL CHANGE IN THE INFORMATION REQUIRED BY THIS SECTION. (Acts 1990, No. 90-51, p. 858 § 44-103.)

I hereby acknowledge receipt of the Offering Statement of Auburn Legends RV Resort, a Condominium on this the 30th day of August, 2010.

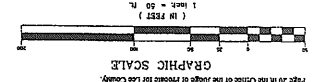
AUBURN LEGENDS RV RESORT, LLC PURCHASER
Declarant

By: RRRWA _____
Robert R. Hart, Member

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Graves subdivision, according to and as shown by that certain map or plat of record in Town Plat book 32 at Page 20, in the Office of the Judge of Probate of Lee County, Alabama.

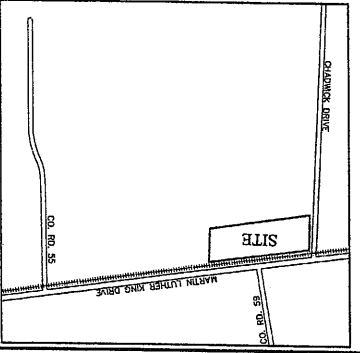
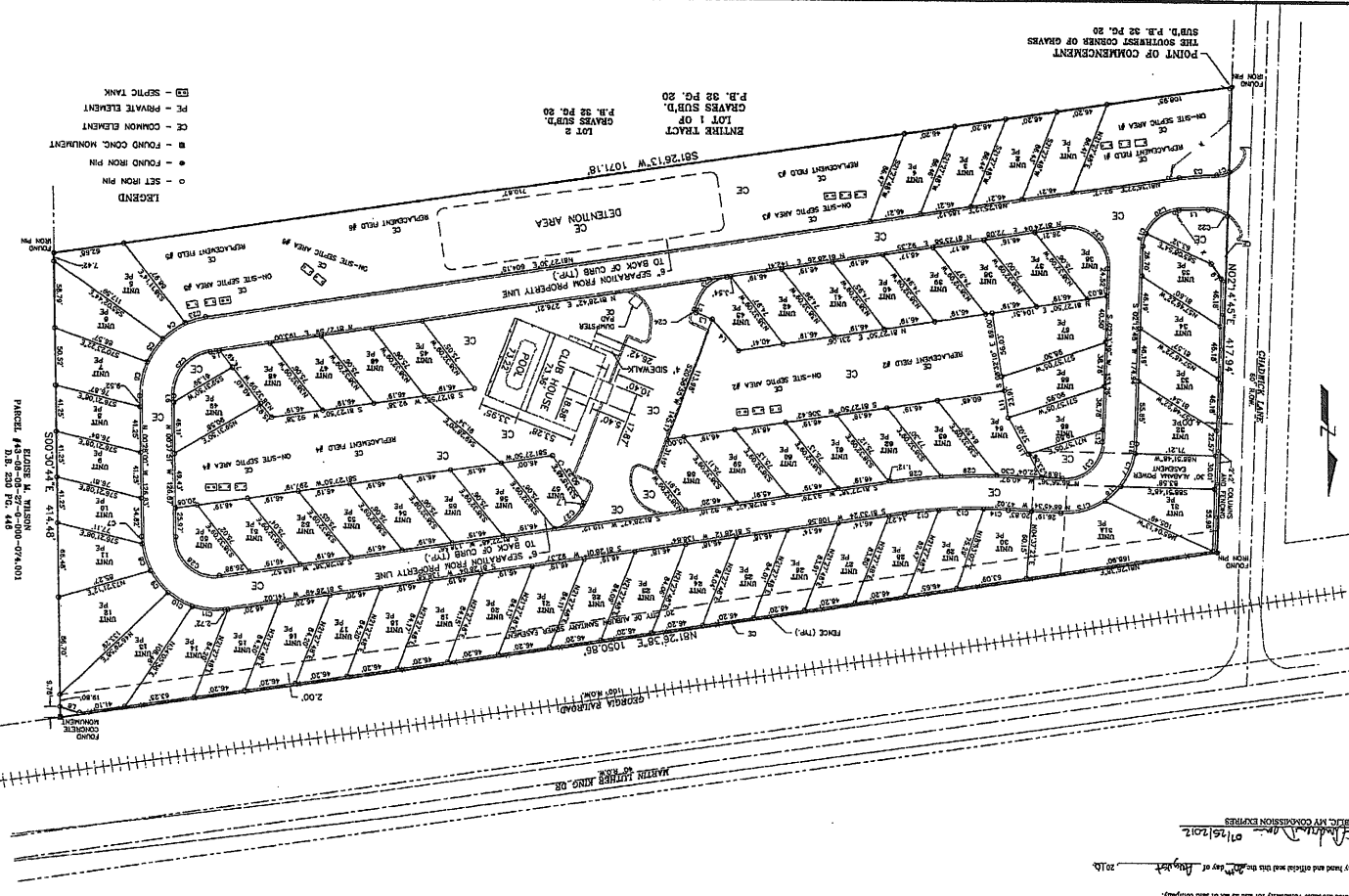
EXHIBIT "A-1"
CONDOMINIUM PLAT



1. This Record Plan, based on the ground survey as shown on the attached plat, is a subdivision of the land shown on the attached plat, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
2. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
3. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
4. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
5. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
6. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
7. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
8. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
9. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
10. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
11. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.
12. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.

CONDOMINIUM UNIT DIMENSION TABLE

UNIT NO.	AREA (SQ. FEET)	AREA (SQ. METERS)
101	1,234.56	114.23
102	1,345.67	124.34
103	1,456.78	134.45
104	1,567.89	144.56
105	1,678.90	154.67
106	1,789.01	164.78
107	1,890.12	174.89
108	1,901.23	175.00
109	2,012.34	185.11
110	2,123.45	195.22
111	2,234.56	205.33
112	2,345.67	215.44
113	2,456.78	225.55
114	2,567.89	235.66
115	2,678.90	245.77
116	2,789.01	255.88
117	2,890.12	265.99
118	2,901.23	266.10
119	3,012.34	276.21
120	3,123.45	286.32
121	3,234.56	296.43
122	3,345.67	306.54
123	3,456.78	316.65
124	3,567.89	326.76
125	3,678.90	336.87
126	3,789.01	346.98
127	3,890.12	357.09
128	3,901.23	357.20
129	4,012.34	367.31
130	4,123.45	377.42
131	4,234.56	387.53
132	4,345.67	397.64
133	4,456.78	407.75
134	4,567.89	417.86
135	4,678.90	427.97
136	4,789.01	438.08
137	4,890.12	448.19
138	4,901.23	448.30
139	5,012.34	458.41
140	5,123.45	468.52
141	5,234.56	478.63
142	5,345.67	488.74
143	5,456.78	498.85
144	5,567.89	508.96
145	5,678.90	519.07
146	5,789.01	529.18
147	5,890.12	539.29
148	5,901.23	539.40
149	6,012.34	549.51
150	6,123.45	559.62
151	6,234.56	569.73
152	6,345.67	579.84
153	6,456.78	589.95
154	6,567.89	590.06
155	6,678.90	600.17
156	6,789.01	610.28
157	6,890.12	620.39
158	6,901.23	620.50
159	7,012.34	630.61
160	7,123.45	640.72
161	7,234.56	650.83
162	7,345.67	660.94
163	7,456.78	671.05
164	7,567.89	681.16
165	7,678.90	691.27
166	7,789.01	701.38
167	7,890.12	711.49
168	7,901.23	711.60
169	8,012.34	721.71
170	8,123.45	731.82
171	8,234.56	741.93
172	8,345.67	752.04
173	8,456.78	762.15
174	8,567.89	772.26
175	8,678.90	782.37
176	8,789.01	792.48
177	8,890.12	802.59
178	8,901.23	802.70
179	9,012.34	812.81
180	9,123.45	822.92
181	9,234.56	833.03
182	9,345.67	843.14
183	9,456.78	853.25
184	9,567.89	863.36
185	9,678.90	873.47
186	9,789.01	883.58
187	9,890.12	893.69
188	9,901.23	893.80
189	10,012.34	903.91
190	10,123.45	914.02
191	10,234.56	924.13
192	10,345.67	934.24
193	10,456.78	944.35
194	10,567.89	954.46
195	10,678.90	964.57
196	10,789.01	974.68
197	10,890.12	984.79
198	10,901.23	984.90
199	11,012.34	995.01
200	11,123.45	1,005.12



UNIT NO. SQ. FEET

UNIT NO.	SQ. FEET
101	1,234.56
102	1,345.67
103	1,456.78
104	1,567.89
105	1,678.90
106	1,789.01
107	1,890.12
108	1,901.23
109	2,012.34
110	2,123.45
111	2,234.56
112	2,345.67
113	2,456.78
114	2,567.89
115	2,678.90
116	2,789.01
117	2,890.12
118	2,901.23
119	3,012.34
120	3,123.45
121	3,234.56
122	3,345.67
123	3,456.78
124	3,567.89
125	3,678.90
126	3,789.01
127	3,890.12
128	3,901.23
129	4,012.34
130	4,123.45
131	4,234.56
132	4,345.67
133	4,456.78
134	4,567.89
135	4,678.90
136	4,789.01
137	4,890.12
138	4,901.23
139	5,012.34
140	5,123.45
141	5,234.56
142	5,345.67
143	5,456.78
144	5,567.89
145	5,678.90
146	5,789.01
147	5,890.12
148	5,901.23
149	6,012.34
150	6,123.45
151	6,234.56
152	6,345.67
153	6,456.78
154	6,567.89
155	6,678.90
156	6,789.01
157	6,890.12
158	6,901.23
159	7,012.34
160	7,123.45
161	7,234.56
162	7,345.67
163	7,456.78
164	7,567.89
165	7,678.90
166	7,789.01
167	7,890.12
168	7,901.23
169	8,012.34
170	8,123.45
171	8,234.56
172	8,345.67
173	8,456.78
174	8,567.89
175	8,678.90
176	8,789.01
177	8,890.12
178	8,901.23
179	9,012.34
180	9,123.45
181	9,234.56
182	9,345.67
183	9,456.78
184	9,567.89
185	9,678.90
186	9,789.01
187	9,890.12
188	9,901.23
189	10,012.34
190	10,123.45
191	10,234.56
192	10,345.67
193	10,456.78
194	10,567.89
195	10,678.90
196	10,789.01
197	10,890.12
198	10,901.23
199	11,012.34
200	11,123.45

112 N. AUBURN STREET, AUBURN, ALABAMA 36811
 MORELL ENGINEERING
 CIVIL ENGINEERING AND DEVELOPMENT, LLC

CONDOMINIUM PLAN
 AUBURN LEGENDS
 RV RESORT, A CONDOMINIUM

OWNER: Auburn Legends RV Resort, LLC
 SCALE: 1/8" = 1'-0"
 DATE: 7/20/10
 DRAWN BY: CAR
 CHECKED BY: VML
 SHEET 1 OF 1

1. This Record Plan, based on the ground survey as shown on the attached plat, is a subdivision of the land shown on the attached plat, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.

2. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.

3. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.

4. The survey was conducted by a Professional Engineer in the State of Alabama, licensed under the name of William T. Morell, a Professional Engineer in the State of Alabama, license No. 21409, and is subject to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, and to the provisions of the Alabama Condominium Act, Act No. 209, of the Acts of 1967, as amended.

EXHIBIT "B"
DECLARATION OF AUBURN LEGENDS RV RESORT, A CONDOMINIUM

DECLARATION OF CONDOMINIUM
OF
AUBURN LEGENDS RV RESORT,
A CONDOMINIUM

8005 894
Recorded in the Above
COUNTY Book & Page
09-03-2010 12:03:50 PM
Bill English - Probate Judge
Lee County, AL
Book/Page: 8005/894
Term/Expiry: SPAM3 / NW
T#m: 6582.13385.153109
Recorded: 09-03-2010 12:04:19
REC Recording Fee
Total Fees: \$ 203.00
203.00

THIS INSTRUMENT PREPARED BY:
DAVIS, MCLAUGHLIN, & MUNCIE
ATTORNEYS AT LAW
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36830
334.821.1908

DECLARATION OF CONDOMINIUM
OF
AUBURN LEGENDS RV RESORT, A CONDOMINIUM

This Declaration is made this 30th day of August, 2010, by Auburn Legends RV Resort, LLC, hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real property hereinafter described, and intends to improve said real property in the manner set out herein; and

WHEREAS, by this Declaration, the Declarant intends to divide the property into real estate units to establish a condominium under the provisions of the Alabama Uniform Condominium Act, §§35-8A-101, et seq., Code of Alabama, (1975, 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 condominium; and

WHEREAS, under the said Condominium Act it is necessary that the rights, privileges, and obligations of the Declarant, Unit Owners, Occupants, the 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
PURPOSE

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.

The general scheme of the development shall be the creation of land units and associated common elements for a recreational vehicle resort community. There shall be Sixty-Seven (67) Units, which will be owned privately in fee simple and will be for the private use of the separate Unit Owners thereof. The remainder of the Property, which is not a Unit will be considered Common Elements and will be maintained by the Auburn Legends RV Resort Condominium Owners Association, Inc., an Alabama non profit corporation to be created simultaneously with this documentation. The common elements will be as defined herein and delineated on the Plat and shall include including, but not limited to, a clubhouse with a pool, amenity areas, and parking areas.

ARTICLE II
DESCRIPTION OF PROPERTY

The Property owned by the Declarant, which is herewith submitted to the condominium form of ownership is that certain parcel of land situated, lying and being in the County of Lee, State of Alabama, located on Chadwick Lane in Auburn, Alabama and being more particularly described in Exhibit "A" attached hereto and specifically made a part hereof.

ARTICLE III
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 non-profit corporation known as Auburn Legends RV Resort Condominium Owners Association, Inc., or a successor organization organized pursuant to the Condominium Act, of which all Unit Owners shall be members, and which shall operate and manage the Condominium.

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

"Building" means any permanent structure located on or in a Unit.

"Bylaws" means the duly adopted Bylaws of the Association.

"Common Elements" means all that part of the Condominium Property which is not a Unit, or a part of a Unit, as shown on the Plat, attached hereto as Exhibit "B" and as more particularly set forth in Article X. The common elements are those portions of the Condominium Property as set forth in the Declaration in which all of the Unit Owners have an undivided interest. The Unit Owners shall have a nonexclusive easement for ingress and egress over the Common Elements. The Management Entity as defined herein shall have a sewer easement in the Common Areas.

"Common Expenses" means and includes the actual and estimated expenses of operating the Condominium 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 Bylaws, as may be amended from time to time.

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

Interest of each Unit shall be equal to 1/67, which is equal to the ratio of said Unit to the total number of units, and is approximately 1.49%.

“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 Association 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 Auburn Legends RV Resort, a Condominium, and consists of the Condominium Property submitted to the condominium form of ownership by this Declaration. Each Unit in the Condominium consists of the Private Elements together with an undivided interest in Common Elements.

“Condominium Act” means §§ 35-8A-101, et seq. Code of Alabama (1975, as amended), as may be amended from time to time.

“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, which may also be amended from time to time and identified as follows:

- EXHIBIT “A”: Description of Condominium Property
- EXHIBIT “B”: Condominium Plat
- EXHIBIT “C”: Common Interest in Common Elements of each Unit Owner.
- EXHIBIT “D”: Articles of Incorporation of Auburn Legends RV Resort Condominium Owners Association, Inc.
- EXHIBIT “E”: Bylaws of Auburn Legends RV Resort Condominium Owners Association, Inc.
- EXHIBIT “F”: Consent of Mortgagee

“Condominium Plat” or “Plat” shall mean that certain Plat of Auburn Legends RV Resort, a Condominium, filed of record in the Lee County Judge of Probate Office.

“Condominium Property” or “Property” means and includes the land in the Condominium, whether or not contiguous, which may be adjusted by Declarant as described herein, all improvements thereon, and all easements and rights appurtenant thereto for use or benefit in connection with the Condominium.

“Declarant” means Auburn Legends RV Resort, LLC, its successors and assigns, as the maker of the Declaration, the developer of the Condominium, the respective Seller and the Grantor in the deeds originally conveying Units.

“Decentralized Wastewater Cluster System” means the six onsite wastewater systems specifically designed for use by the Owners of Units within the Condominium that are to be maintained and serviced by an Alabama Public Service Commission (“APSC”) Certified Economically Viable Management Entity pursuant to Code of Ala, § 22-25B-1 et seq. and the Rules promulgated thereunder.

“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 Bylaws, and this Declaration.

“Improvements” means any and all structural items placed on or in the Unit. The term “Improvement” shall also include any modification of any existing Improvement.

“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 an institutional type of lender or its loan correspondent, or the Declarant, holding a Mortgage on one or more Units.

“Majority” means Unit Owners who in the aggregate, own more than Fifty Percent (50%) of the Common Interest.

“Member” means a member of the Association, membership in which is confined to persons holding fee simple 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.

“Management Entity” shall mean an entity approved by the Alabama Department of Public Health (ADPH) to hold the UIC Permits from ADPH or the Alabama Department of Environmental Management (“ADEM”) and which is Certified as Economically Viable by the APSC with an APSC approver Tariff and which exercises sole responsibility for the operation and maintenance of one or more decentralized cluster systems.

“Owner’s Private Buildings” shall mean the utility building and gazebo initially constructed by Developer on each Unit.

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

“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 as set forth herein.

“Property” means and includes the land and all improvements thereon as set forth in the Declaration, and as may be amended pursuant to the terms of 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.

“Recreational Vehicle” shall mean a vehicle manufactured or modified for temporary human habitation or shelter and to be self-propelled or towed, with self-contained fixtures and

facilities for collecting domestic sewage, and which may be used from time to time for recreational, business, or routine transportation purposes, and which, by its design, is not intended for permanent or long-term placement, or to be rendered immobile.

“Rules and Regulations” shall mean the Rules and Regulations that may from time to time be approved by the Association or the Board.

“Share” means the percentages in and to the Common Elements attributed to each Unit as set forth on Exhibit “C”, and by this reference made a part hereof.

“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” means a part of the Condominium Property designed and intended for the use described herein and so specified as a Unit on the Condominium Plat.

- (a) There shall be no vertical boundaries of any Unit.
- (b) The horizontal boundaries of each Unit shall be as shown on the Condominium Plat.
- (c) Each Unit shall include all Improvements contained within such Unit, including any Building erected thereon.
- (d) When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (i) an undivided share in the Common Elements and Common Surplus; (ii) the exclusive right to use such portion of the Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (iii) an exclusive easement for the use of the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time; and (iv) other appurtenances as may be provided in this Declaration.

“Unit Designations” means the number, letter or combination thereof or other official designations as shown on the Condominium Plat attached hereto as Exhibit “B”, and by this reference made a part hereof.

“Unit Owner” means the Person or Persons, individually or collectively, or the entity, vested in aggregate fee simple ownership of a Unit, including the Common Interest associated therewith.

“Utility Services” shall include but not be limited to electrical power, water, garbage, and sewage disposal.

ARTICLE IV
EASEMENTS AND TITLE EXCEPTIONS

SECTION 1. The condominium, including the Units and Common Elements, shall be subject to the restrictions, easements, conditions, condominium covenants, Management entity covenants and limitations prescribed and established in this Declaration and are further declared to be subject to the restrictions, easements, conditions, covenants and limitations now of record affecting the Condominium Property.

SECTION 2. Easements are hereby reserved by the Declarant and the Association throughout the Condominium Property, including the Units, as may be required for utility services (including, without limitation, water, sewer, and electricity) in order to adequately serve the Condominium Property.

SECTION 3. Easements are hereby reserved by the Declarant and the Association throughout, over and across the Common Elements, including the parking areas, roadways, and sidewalks, in order to accommodate pedestrian and vehicular traffic within the Condominium Property.

SECTION 4. There may be utility equipment located in or on the Common Elements appurtenant to some Units. An easement is hereby reserved for the purpose of placement, maintenance, repair and replacement of said utility equipment by the Declarant or its assigns including but not limited to the sewer Management Entity and the Owner of the appurtenant Unit; provided that no utility equipment shall be placed in any part of the Common Elements without the prior written consent of the Board.

SECTION 5. The Common Elements shall be subject to a perpetual nonexclusive easement of way in favor of all Owners and the Declarant for all proper and nominal purposes, subject to all restrictions in the Condominium Documents. The Common Elements shall be subject to a nonexclusive easement in favor of the Association for repair, service and other uses reasonably intended or required by the Association.

SECTION 6. An easement is hereby reserved over and through all Units in favor of the Association for purposes of permitting the Association to access any Common Element for maintenance, repair or replacement purposes; provided, however, that the Association shall take advantage of and use such easement only when any such Common Element is not otherwise reasonably accessible without entering into any such Unit; and provided, further, however, that any entry into a Unit by the Association or its agents pursuant to this Section shall occur in such a manner as to reasonably minimize the disruption caused to any lawful occupants of such Unit except in the event of an emergency wherein there is the potential of damage to life or property, the determination of which shall be in the sole and absolute discretion of the Association, in which event the Association and its agents shall be permitted to make such entry into such Units as is reasonably necessary to address and remedy said emergency.

SECTION 7. As described in greater detail in Article V hereof, the Declarant has reserved certain development rights to the Condominium. Therefore, in addition to any easement rights granted in favor of the Declarant by the Act, an easement is hereby reserved for the benefit of the Declarant and its contractors and subcontractors over and across the

Condominium Property for all purposes necessary to enable the Declarant to exercise its development rights, as the case may be.

SECTION 8. Declarant hereby reserves an easement over in the Common Elements of the Condominium as shown on the Condominium Plat to maintain signage identifying the Condominium. All signage must comply in all respects with the applicable local ordinances.

SECTION 9. In addition to the items set forth in this Article IV, the Condominium Property, the Units, and Common Elements are further declared to be subject to the following restrictions, easements, conditions, limitations, and title exceptions:

- A. The terms, conditions, covenants, and provisions of the Condominium Documents;
- B. Sewer, water, electric, telephone, and other utility easements, if any, now or hereafter placed of record, including the right to erect, maintain and install all electrical, telephone and television wires, cables and conduits, sewers, water pipes and drains, and other improvements for public conveniences or utilities in, on, under, over, and through the Condominium Property;
- C. Easements existing and to be created for cross access for ingress and egress to the Condominium or vehicular and pedestrian traffic;
- D. Reservation of all oil, gas, and other minerals, together with all rights of ingress and egress for the use and enjoyment of same, which have heretofore been reserved or conveyed to others;
- E. Any encroachments or facts which might be revealed by an accurate survey or personal inspection of the Condominium;
- F. Ad valorem taxes which are a lien upon the Condominium, but are not yet due and payable;
- G. Any and all restrictive covenants, reservations, restrictions, easements, rights of way, building setback lines, drainage and utility line easements, and reservations presently of record applicable to said Condominium Property;
- H. Building setback lines and drainage and utility line easements as shown on the Plat or Plans, or required by the any local law or ordinances, if any;
- I. Zoning, planning and other restrictions or regulations upon the use of the Property as may be imposed by the any governmental authorities having jurisdiction over the Condominium Property.
- J. Any Development Rights and/or Special Declarant Rights granted Declarant by the Condominium Documents and by the Condominium Act.
- K. Easements or claims of easements not shown by the public record.

L. Terms and conditions of all permits and licenses of federal, state and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the Property.

M. That certain easement from J. W. Cullars and Daisy D. Cullars to the Alabama Power Company dated June 19, 1940, and recorded in Book 244 at Page 374 in the Office of the Judge of Probate of Lee County, Alabama.

N. That certain drainage and utility easement from Anne Cullars Graves to the City of Auburn dated October 7, 2003, and recorded in Book 2245 at Page 702 in the Office of the Judge of Probate of Lee County, Alabama.

O. That certain plat of Graves Subdivision recorded at Plat Book 32 at Page 20 in the Office of the Judge of Probate of Lee County, Alabama.

P. That certain mortgage from Auburn Legends RV Resort, LLC to Alabama Credit Union dated July 6, 2010 and recorded in Book 3741 at Page 628 in the Office of the Judge of Probate of Lee County, Alabama. (Each Unit shall be released from said mortgage upon sale).

Q. That certain Assignment of Rents and Leases from Auburn Legends RV Resort, LLC to Alabama Credit Union Dated July 6, 2010 and recorded in Book 2367 at Page 154 in the Office of the Judge of Probate of Lee County, Alabama. (Each Unit shall be released from said Assignment of Rents and Leases upon sale).

ARTICLE V DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS

SECTION 1. Declarant, its successors and assigns, reserves the right to change the size and arrangement of all Units, to change the size and arrangement of the Common Elements, to alter the boundaries between Units and to increase or decrease the number of Units so long as the Declarant, or its affiliates or owners, owns the Units so altered, or with respect to the Common Elements, still owns a majority of the Units of the Condominium. Changes in the size and arrangement of, or the boundaries between, Units, as hereinbefore provided, shall be reflected by an amendment to the Condominium Plat and, if necessary, an amendment to this Declaration. An amendment to the Condominium Plat or this Declaration reflecting an alteration of the boundaries of the Units owned by the Declarant must be signed and acknowledged only by the Declarant and need not be approved by the Owners and Mortgagees, whether or not such approval may elsewhere be required herein; provided, however, that, except as is set forth hereto, any change which shall result in a change in the undivided interest in the Common Elements or a change in the share of the Common Expenses with respect to Owners of Units other than the Declarant at the time of such change or which shall result in the alteration of boundaries of Units may not be made without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere required herein.

SECTION 2. All Units and Common Elements shall be subject to the statutory right concerning sales and management offices and models in Units and the Common Elements in favor of the Declarant provided in § 35-8A-215 of the Condominium Act. The Declarant expressly reserves the right to use Units owned by Declarant, and any portion of the Common

Elements or Units for management offices and/or sales and leasing offices. The Declarant further reserves the right to maintain on the Common Elements advertising signs in any location or locations and from time to time to relocate and/or remove the same.

SECTION 3. Neither the Owners nor the Board nor their use of the Condominium Property or application of this Declaration shall interfere with the sales of the Units in the Condominium.

SECTION 4. These special Declarant rights exist so long as the Declarant owns any Unit in the Condominium or holds any Unit in the Condominium for sale in the ordinary course of business or leases any Unit it owns. The Declarant expressly reserves the right to lease any Unit which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such lease, including leasing such Unit(s) to the Association for use as a management, sales, or leasing office.

SECTION 5. Pursuant to § 35-8A-205 (a)(8), Code of Alabama, 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.

ARTICLE VI
NAME AND UNIT DESIGNATIONS

The name by which this Condominium is to be known is Auburn Legends RV Resort, a Condominium. 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 Condominium Plat marked Exhibit "B" attached hereto and made a part hereof.

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 his business address is Robert R. Hart at 534 SE 7th Street, Summerdale, Alabama 36580.

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/or this Declaration.

ARTICLE IX
CONDOMINIUM UNITS

SECTION 1. General Description. The Condominium shall initially consist of sixty seven (67) Units, together with Common Elements and improvements as more specifically set forth and described in this Declaration and the Condominium Plat attached hereto. The Declarant reserves the right, in its sole and absolute discretion and without the consent or approval by any Owner or Mortgagee, to subdivide the Units into one or more Units and/or to convert any portion thereof into additional Units or combine one or more Units. The square footage of each Unit is shown on the Condominium Plat attached hereto as Exhibit B.

SECTION 2. Unit Ownership-Private Elements. Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his/her/its Unit, as shown on the Condominium Plat attached hereto as Exhibit "B." Each Unit Owner shall have the unrestricted right of ingress and egress to his/her/its Unit, which right shall be an appurtenance to the Unit. The Private Elements will include any and all airspace and Improvements located within the Unit.

ARTICLE X
COMMON ELEMENTS

SECTION 1. Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided interest of the Common Elements, and a right to use the Common Elements in conjunction with the other Owners. The Common Elements of the Condominium are all portions of the Condominium Property, other than the Units, and improvements located thereon as shown on the Condominium Plat. Such Common Element and improvements will include the following:

- A. All of the Property, except property defined as a "Unit" by this Declaration.
- B. All improvements and parts of the Property which are not a Unit.
- C. Lawn areas, landscaping, mail boxes, walkways, breezeways, sidewalks, curbs and steps forming part of the Condominium Property located in the Common Elements.
- D. All area, outdoor and exterior lights not metered to individual Units and located in the Common Elements.
- E. All other parts of the Condominium Property existing for the common use or necessity of the existence, maintenance and safety of the Condominium.
- F. All improvements that comprise the decentralized wastewater sewage system constructed on the Common Areas for the benefit of all the Unit Owners.
- G. All components of the wastewater sewer system owned and operated by the Management Entity.

SECTION 2. Use. Each Unit Owner may use the Common Elements in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the

rights of other Unit Owners. The Declarant, or the Association, as the case may be, reserves the right to adopt rules for the use of Common Elements. The rights to use the Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws, and the rules and regulations of the Association, as may be amended from time to time. No Unit Owner shall have the right to bring any action for partition or division of the Common Elements.

ARTICLE XI COMMON INTEREST

SECTION 1. Each Unit shall have an undivided interest in the Common Elements as set forth in Exhibit "C" attached hereto, and as expressed in this Declaration. The Common Interest of each Unit Owner in the Common Elements is determined by dividing one (1) by the total number of units (67). For purposes of percentage of ownership in the Common Elements, the percentages as set out on Exhibit C shall govern. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered, or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void. The Common Interest appurtenant to each Unit shall be permanent in character but will be altered without the consent of the Unit Owners if any new phase is developed and dedicated as a condominium subject to the conditions thereto. Any amendment to the Declaration, which subjects a new phase to the terms hereof, will include a statement as to undivided interest of each Unit Owner following the inclusion of additional Units.

SECTION 2. The Declarant shall have the irrevocable right, to be exercised by the Declarant, Association, or a designee, to have access to each Unit for the purpose of inspecting and making repairs, replacements or improvements to any Common Elements and to the Unit itself where the responsibility therefore is upon the Association, or to prevent damage to the Common Elements or other 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 Condominium Documents.

SECTION 4. The Association shall, if any question arises, determine the purpose for which a Common Element is intended to be used. The Association shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners, their agents, guests, invitees and employees. The Association shall also have the right to fix the rules regarding parking on the Condominium Property.

SECTION 5.

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 Unit Owner or his/her/its agents, guests, invitees, or employees, the cost of such repair or replacement may be assessed against such Unit Owner.

B. The maintenance, repair, replacement, management, operation and use of the Units are the responsibility of the Unit Owners, subject to the restrictions found in these condominium documents.

C. The Association may enter into a contract with any firm, person, or entity, or may join with other entities in contracting for the management, maintenance, and repair of the Common Elements, 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 with the Declarant or an affiliate of Declarant 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.

D. The Association or Declarant shall have the authority to enter into to Contracts with an Onsite Management Entity to perform the following as required by law to the decentralized wastewater sewage system.

1. The authority to establish procedures and guidelines for operation and management of the decentralized wastewater sewage system within the guidelines of the State Board of Health as administered and enforced by the Alabama Department of Health.
2. The authority to construct or install new systems which have been approved and permitted by the Alabama Department of Health and oversee the construction and installation.
3. The authority to perform routine system inspection and maintenance or contract these services.
4. The authority to manage septage handling and disposal so as to comply with all established and applicable statutes and rules.
5. The responsibility to keep records, perform database maintenance, bookkeeping, billing, payment processing, and other administrative acts.
6. The authority to use the easements contained in this Declaration for access to the property and common areas as needed for maintenance and repair or to acquire land when necessary.
7. The responsibility to administer an internal enforcement program with appropriate sanctions, including but not limited to the discontinuation of other services such as water and power to a Unit if that Unit Owner fails to pay the monthly assessments and tariffs levied to maintain and repair the decentralized wastewater sewage system.

SECTION 6.

A. Each Unit Owner shall be liable for his/her/its proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as his/her/its

Common Interest. Payment of Common Expenses shall be in such amounts and at such times as determined by the Association. No Unit Owner shall be exempt from payment of his/her/its proportionate share of the Common Expenses by waiver or non-use or non-employment of the Common Elements, or by abandonment of his/her/its Unit.

B. Expenses incurred or to be incurred for the maintenance, repair, replacement, management, operation and use of the Common Elements, including the decentralized wastewater sewage system shall be collected from the Unit Owners and assessed as Common Expenses by the Association.

C. If any 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 Eighteen (18%) percent per annum or such lesser percentage as may then be permitted under the laws of the State of Alabama, from and after the date said Assessment becomes due and payable, shall constitute a lien on the interest of the Unit Owner in the Property.

SECTION 7.

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.

B. If, in the sole opinion of the Association, as evidenced by a vote of a majority of the Board of Directors, an alteration or improvement is general in character, the costs thereof shall be assessed as Common Expenses to be borne by all Unit Owners. So long as the Declarant owns a Unit in the Condominium, it shall, at its sole discretion, be the final authority regarding alterations and improvements in the Common Elements, roadways, easements, signage and utilities.

C. If, in the sole opinion of the Association, as evidenced by a vote of a majority of the Board of Directors, an alteration or improvement is exclusively, or substantially exclusively, for the benefit of one or more requesting Unit Owner(s), the cost of such alteration or improvement shall be assessed against such Owner(s) in such proportion as the Association shall determine is fair and equitable. Nothing herein shall prevent the 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.

SECTION 8. While the Condominium 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 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 must be waived.

SECTION 9. 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

the Association and the same shall be expended first for such purpose before expending any part of the same for any other purpose.

SECTION 10. Every Unit Owner, his/her/its assignee, grantee, lessee, sub-lessee, or successor in interest, shall comply strictly with the terms of this Declaration, Bylaws, rules, regulations, resolutions and decisions adopted by the Association pursuant thereto in relation to the Units and 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 Unit Owners aggrieved. In any case of flagrant or repeated violations, a violator may be required by the Association to give sufficient surety or sureties for future compliance with the Declaration, Bylaws, rules, regulations, resolutions, and decisions adopted by the Association. Nothing herein contained shall prevent, in the proper case, an independent action by an aggrieved Unit Owner for such relief.

ARTICLE XII DESIGN REVIEW BOARD

SECTION 1. Restrictions Declared. Declarant hereby declares that each Unit shall be subject to all easements, covenants, conditions, restrictions, charges, liens, and rules and regulations of this Declaration, as the same may be amended from time to time, and that said easements, covenants, conditions, restrictions, charges, liens, and rules and regulations of this Declaration shall run with the Unit.

SECTION 2. Design Review Board. There shall be a Design Review Board ("DRB"), to be appointed by the Board of Directors of the Association and shall consist of not less than two (2), nor more than four (4) persons, in order to review and approve any plans of any Improvements to be constructed within a Unit, as well as any modifications or repairs made thereto. The DRB shall be authorized to promulgate and amend or modify from time to time a written design code which will govern the policies, guidelines, and minimum requirements of any and all Improvements to be constructed within a Unit, including, but not limited to, site preparation, construction, liquidation, landscaping, and design. Any design code that may be adopted by the DRB shall be in addition to requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners and Occupants.

SECTION 3. Appointment and Removal of DRB Members. So long as Declarant is the Owner of any Unit in the Condominium, Declarant shall have sole and exclusive right to appoint or remove the Members of the DRB. At such time that Declarant no longer owns any Unit in the Condominium Property, or upon Declarant's written notice to the Association that it no longer desires to exercise its right to appoint and/or remove Members of the DRB, then the Association shall appoint the Members of the DRB, through its Board of Directors. In the event of the death, resignation, or removal of any Member of the DRB, then the Declarant, or Association, whichever is applicable, shall appoint or replace the Member to fill the vacancy for the remainder of the term of such Member. The term of office for each Member of the DRB shall be for three (3) years, subject to removal, with or without cause, by the Declarant or the Association, whichever is applicable.

SECTION 4. Approval of Plans and Specifications.

A. In order to preserve the architectural and aesthetic appearance and beauty of the Condominium Property, to establish and preserve the harmonious design of the Condominium Property, and to protect and promote the value of the Condominium Property and all Improvements thereon, no Improvement of any nature shall be commenced, erected, installed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on any Unit by any Owner or Occupant, other than the Declarant, that shall affect the existence or exterior appearance of any Improvement upon any Unit, unless the plans and specifications therefore have been properly submitted to, and approved by, the DRB in accordance with the terms and provisions of this Article XII. Without limiting the foregoing, the construction and installation of any Improvement on or about any Unit shall not be undertaken, nor shall any exterior addition, modification, replacement, or change be made to any existing Improvement on or about any Unit, unless the plans and specifications for the same have been submitted to, and approved by, the DRB in accordance with this Article XII.

B. The DRB is hereby authorized and empowered, in its sole discretion, to determine whether or not the plans, specifications, and other data submitted to it are acceptable. Prior to the commencement of any Improvement on or about any Unit, the Owner thereof shall submit two (2) copies of all plans, specifications, and related data to the DRB for comment and approval. One copy of all plans, specifications, and related data shall be retained by the DRB. One copy shall be returned to the Owner and shall be stamped "approved", "approved as noted", or "disapproved". Said plans, specifications, and related data shall include the plans and specifications for the construction of any and all Improvements on or about any Unit, any and all site development plans prepared by a licensed surveyor, any and all color samples and specifications for exterior materials and finishes, and any other documents that may be required by the DRB. The DRB shall have the right to establish a fee to be charged to and paid by each Owner who submits any plans, specifications, or related data to the DRB for review, which fee shall be sufficient to cover the expense of the plans, specifications, and related data and to compensate any consulting architects, landscape architects, designers, engineers, inspectors, and/or attorneys retained to include such plans, specifications, and related data, and to monitor and otherwise enforce the progress thereof. Notwithstanding anything provided herein to the contrary, any Owner may make changes and alterations to the interior of any buildings located on or about a Unit that do not in any way affect the exterior appearance of said building.

C. The DRB shall have the right to disapprove any plans or specifications upon any ground that is consistent with the objectives and purposes of this Declaration, including previous considerations, and any failure to comply with any of the provisions of the Declaration or design code, or failure to provide requested information, objection to exterior design, appearance of material, objection on the ground of incompatibility of such proposed improvement with the scheme of development proposed for the Condominium Property, objection to the location of any proposed Improvements on any such Unit, objection to the color scheme, finish, proportions, style or architecture, height, build or appropriateness of any Improvement, or any other matter that, in the sole judgment of the DRB would render the proposed Improvement inharmonious with the general plan of development contemplated for the Condominium Property. The DRB shall have the right to approve any submitted plans, specifications, and related data with conditions or stipulations to which the Owner of the Unit must comply.

D. Approval of plans and specifications by the DRB or improvements to one particular Unit shall not be deemed an approval or otherwise obligate the DRB to approve similar plans and specifications for any other Unit within the Condominium.

E. If the DRB fails to approve as noted, in writing, any such proposed plans, specifications, and related data within sixty days after such plans, specifications, and related data have been submitted to the DRB, then the plans, specifications, and related data will be deemed as to have been disapproved.

F. Any revision, modification, or change in any plans, specifications, or related data previously approved by the DRB must be approved by the DRB in the same manner as specified above.

SECTION 4. Landscaping Approval. No landscaping of any nature shall be implemented by any Owner, other than Declarant, on or about any Unit unless and until all landscaping plans therefore have been submitted to and approved by the DRB.

SECTION 5. Construction without Approval.

A. If (a) any Improvements are initiated, and installed, maintained, altered, replaced, or relocated on any Unit without the DRB's approval of the plans and specifications; or (b) the DRB shall determine that any approved plans, specifications, and related data for any Unit are not being complied with, then the Owner of such Unit shall be deemed to have violated this Declaration, and the DRB shall have the right to exercise any and all rights and remedies provided by this Declaration, including injunctive relief.

B. The DRB, or any agent, employee, or representative thereof, may at any reasonable time, and from time to time, enter upon and inspect any Unit or any Improvement being constructed thereon in order to determine whether the approved plans, specifications, and related data thereof are being complied with. Any such entries shall not be deemed to be a trespass or any other wrongful act by the DRB.

SECTION 6. Surface and Subsurface Conditions. Approval of the submitted plans and specifications by the DRB shall not be construed in any respect as a representation or warranty of the DRB, the Declarant, or the Association to the Owner submitting such plans, specifications, and related data as to the suitability of the proposed Improvements to the surface, subsurface, or weather conditions of such Unit. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Unit for the construction of any and all Improvements thereon, and the suitability of every Improvement located on the Unit for the weather conditions that may occur on or around said Unit. Neither the DRB, the individual Members of the DRB, the Association, the individual Members of the Association, nor the Declarant, its agents and employees, shall be liable to any Owner or Occupant or the successors, assigns, licensees, lessees, employees, agents, guests or invitees, for loss of damage or on account of injuries to any of the Condominium Property or any Improvements now or hereafter located upon any Unit, or on account of any past or future injuries to any Owner, Occupant, or other person in or upon any portion of the Condominium Property that are caused by, or arise as a result of soil or subsurface conditions, known or unknown, under or on the Condominium Property.

SECTION 7. Limitation of Liability. Notwithstanding anything provided herein to the contrary, neither Declarant, the DRB, the Association, or any agent, employee, representative, Member, shareholder, partner, joint venture, officer or director thereof, shall have liability of any nature whatsoever for any damage, loss, or prejudice suffered, claimed, paid, or incurred by any Owner on account of (a) any defects in any plans, specifications, or related data submitted, reviewed, or approved in accordance with the provisions of this Article; (b) any defects, structural or otherwise, and work done according to such plans and specifications; (c) the failure to approve or disapprove any plans, specifications, or related data; (d) construction related to such plans; (e) bodily injuries, including death, to any Owner, Occupant, or their respective family members, guests, invitees, licensees, employees, servants, or agents, or any damage to any improvements or the personal property of any Owner or Occupant, or their respective family members, guests, invitees, licensees, employees, servants, agents, invitees or licensees of such Owner or Occupant, that may be caused by, or arising as a result of, any defect, structural or otherwise, and any Improvements or the plans, specifications, or related data thereof or any past, present, or future soil or subsurface conditions, known or unknown (including, without limitation, geological formations or conditions on or under any Unit); and (f) any other loss, claim, damage, liability or expense, including court costs and attorneys fees, suffered, paid, or incurred by any Owner arising out of or in connection with the use and occupancy of any Unit or any Improvements situated thereon.

SECTION 8. Commencement and Completion of Construction. If construction of the Improvements have not substantially commenced within one (1) year of approval by the DRB of the plans, specifications, and related data for such Improvements, then no construction may be started on such Unit and the Owner of such Unit shall be required to resubmit all plans, specifications, and related data for any Improvements to the DRB for approval in the same manner specified above. Upon commencement construction of any Improvement must commence immediately; and, construction work thereon shall be prosecuted diligently and continuously, and shall be completed within one (1) year of the commencement of construction.

SECTION 9. Enforcement and Remedies. If any provision of this Article XII, or other Article governing the use and development of a Unit is breached or not otherwise complied with in all respects by any Owner or Occupant, or their respective family members, guests, invitees, agents, employees, contractors, or licensees, then the DRB and the Association shall each have the right, but not the obligation, at their option, to: (a) enjoin any further construction on any Unit and require the removal or correction of any work in place that does not comply with the plans, specifications, and related data as approved by the DRB for such Improvements; and/or (b) through their designated agents, employees, representatives, and independent contractors, in or upon such Unit and take all action necessary to extinguish such violations or breaches, and to minimize or remediate erosion caused by such violation or breach, including but not limited to delays in construction or inadequate erosion control procedures. All costs and expenses incurred by the DRB or the Association in enforcing any such decision, including without limitation, attorneys fees, arbitration expenses and fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners, and any other persons involved in costs and expenses of correction or remediation or in causing any Owner or such Owners, contractors, agents, or invitees to comply with the terms and provisions of this Declaration shall be paid by such Owner. If the same is not paid when due, the full amount due of shall be subject to the assessment and lien provisions of this Declaration, and shall be subject to foreclosure. Notwithstanding anything provided herein to the contrary, the rights and remedies of the DRB

and the Association set forth herein shall not be deemed exclusive of any other rights which the DRB or the Association may exercise at law or in equity.

Section 10 The utilities providing service to the condominium unit owners are exempted from DRB approval.

ARTICLE XIII MAINTENANCE AND REPAIR

SECTION 1. No Unit Owner shall do or cause to be done any work affecting his/her/its Unit which would jeopardize the soundness or safety of any other Unit, or impair any easement or hereditament therein. The Unit Owner shall cause any work being performed on its Unit, which in the sole opinion of the Board of Directors of Association violates this Section, to be immediately stopped and he/she/it 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/her/its sole expense, and upon his/her/its 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.

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

- A. Common Elements and landscaping;
- B. Improvements on the Common Elements; and,
- C. All incidental damage caused by work done at the direction of the Association.

In the performance of any labor or in the furnishing or 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.

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

- A. To maintain, repair or replace, at his/her/its own expense, if necessary, all Improvements located within the Unit.
- B. To perform all responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners;
- C. The Management Entity shall have sole responsibility for maintaining and operating the wastewater sewer systems.

SECTION 4. Each Unit Owner agrees as follows:

- A. To perform all maintenance, repairs, and replacements which are his/her/its obligation under this Declaration, and maintain his/her/its Unit in good tenable condition.

B. To pay for all utilities used within the Unit, including connection fees (if applicable) and all taxes, liens and judgments levied against his/her/its Unit.

C. To make no alterations, additions, improvements, repair, replacement, or change to the Common Elements, or to any Improvement located on, about, or within a Unit, without the prior written consent of the DRB. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with all rules and regulations with respect to the work which may be adopted by the Association or the DRB. The Unit Owner shall be liable for all damages to any other Unit or the Common Elements caused by any contractor employed by such Unit Owner and/or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise.

D. 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 for the maintenance, repair or replacement of any Unit or Common Element, or give rise to a cause of action against them. The Board, as such, shall not be liable for damages of any kind except for willful misconduct or bad faith.

ARTICLE XIV 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 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/her/its Unit subject only to the covenants, restrictions, and easements established in the Declaration and the Bylaws and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto, or as may from time to time be duly adopted.

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

A. A distinctive Unit designation identified by letter, number, or other means, which Unit identification is reflected on the Condominium Plat attached hereto as Exhibit "B" attached to the Declaration.

B. The name of the Condominium as set forth in the Declaration and a reference to the recording office and the book and page where the Declaration and the Condominium Plat are recorded.

C. A recital 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 Bylaws, 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 and 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. Each Person who shall acquire a Unit or interest in or lien upon any Unit shall be deemed by accepting a conveyance of or otherwise acquiring such Unit, interest or lien, to have agreed and consented to be bound by the terms and provisions hereof, to have agreed to require any Occupant of said Unit to be bound by the terms and provisions hereof, and to further have agreed and consented that any amendments to the Declaration executed by the Declarant shall be binding and effective, notwithstanding the fact that the undivided interests of the Unit Owners in the Common Elements may be changed thereby.

ARTICLE XV ASSOCIATION

SECTION 1. The Declarant does hereby declare that the affairs of the Condominium shall be governed and controlled by the Bylaws and by the Association, which will be a corporation known as Auburn Legends RV Resort Condominium Owners Association, Inc., 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) and no more than Five (5) members of the Board of Directors of the Association, all of whom shall be elected for a term of Three (3) years, 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, except that the same person may not simultaneously hold the office of President and Secretary. Any person may be an officer, even if they are not an Owner or Occupant of a Unit.

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 Property. 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 direct all expenditures, select, appoint, remove and establish the salaries of employees, and fix the amount of bonds for officers and employees. 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 as provided herein and in the Bylaws; 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, under any contract or other commitment made by the Association, or a designee in its behalf, said contract may contain the following statement: "The

Association, by and through its Officers, Directors, 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." Neither the Board, nor the Officers of the Association, shall have liability to the Unit Owners for error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Board whether its members shall be bonded for this purpose, unless otherwise directed by the Unit Owners.

SECTION 4. True copies of the Condominium Plat, this Declaration, the Bylaws, 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 during week days by the Unit Owners or their designated representative.

SECTION 5. The Association, or a managing agent that 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 Condominium. It shall also keep an Assessment roll as more fully set forth in Article XVI, Section 10, hereof. Such records shall be available for examination by the Unit Owners at convenient hours and upon reasonable notice. 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/she/it is a Unit Owner. A Unit Owner's membership shall automatically terminate when he/she/it 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/her/its Unit.

SECTION 7. Each Unit is entitled to a single vote in the Association equal to the Unit's Common Interest, 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. Where the Unit Owner is an entity, an authorized person of such entity shall be entitled to vote on behalf of the entity.

SECTION 8. An organizational meeting of the Association shall be held as set forth in the Bylaws. The Declarant will maintain control of said Association from the time of the filing of said Declaration, until the earliest of (i) 60 days after conveyance of 75 percent of the Units to Unit Owners other than the Declarant; (ii) two years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) two years after any development to add new Units was last exercised. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board prior to the aforesaid time periods. Except as provided for in the Condominium Act, not later than termination of any period of Declarant control, the Unit Owners shall elect a Board of at least Three (3) members, a majority of whom must be Owners other than the Declarant. So long as Declarant has the exclusive right to appoint, remove, and designate the officers and members of the Board of Directors, the Declarant may increase or reduce the number of members of the Board.

ARTICLE XVI
CHARGES, ASSESSMENTS AND PROFITS

SECTION 1. No Unit Owner may exempt himself/herself/itself from the liability for payment of his/her/its Common Expenses by waiver of the use or enjoyment of any of the Common Elements or other benefits provided to all Units by the Association, or by abandonment of his/her/its Unit; however, where a Unit Owner has transferred his/her/its entire interest in the Unit in accordance with the terms of the Condominium Documents, he/she/it 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 based on the Unit's Common Interest, and shall be a lien against that Unit. All Assessments shall be paid on a monthly basis. Upon the purchase of a Unit from the Declarant, the purchaser of such Unit shall pay a prorated monthly assessment for the month in which the purchase takes place. Any Common Surplus funds held by the Association may be returned to the Unit Owners proportionately to the amount paid by each Unit 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/her/its proportionate share of the supplemental budget.

SECTION 4. Insurance shall be obtained upon the Common Elements, and improvements thereon, and the cost therefore shall be borne as a common charge and paid as Common Expenses as is 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 Unit Owner shall be liable for his/her/its share of the Common Expenses. Notwithstanding anything to the contrary herein, the Declarant shall not be required to pay Assessments for the first four months after the filing of this Declaration for any unsold Units.

SECTION 6. Assessments for Common Expenses shall be made for each fiscal year by the Association on a monthly basis. Such 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, 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 costs, water and sewage charges to the Common Elements and other charges which may be levied against the 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 any 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 requirements of the Association and the Condominium, 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 Common Interest.

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 Unit Owner, 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 holder of the first mortgage, upon its written demand, a certificate showing the status on the Assessments due from any Unit Owner.

SECTION 11. The Unit Owners and his/her/its 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 Expense shall remain due and unpaid for more than Thirty (30) days, the Association is empowered 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.

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 use of Units, covenants and conditions wherever imposed in this Declaration or other Condominium Documents, including Bylaws, rules, regulations, resolutions, and decisions adopted by the Association pursuant thereto.

SECTION 2. Improvements and Use. Except as expressly provided herein, the Units shall be used exclusively for the parking and use of Recreational Vehicles, as that term is defined

in Article III. The construction or maintenance of permanent residential structures on the individual Unit is prohibited. Permanent residential occupancy of any Unit is prohibited. "Permanent" as used herein shall mean continuous occupancy of a Recreational Vehicle, or improvement on a Unit by a person that extends more than one hundred eighty (180) consecutive days, or such shorter periods as may be prescribed by any laws or ordinances restricting permanent occupancy on the Property. Unit Owners, their guests, successors and assigns are prohibited from erecting, placing, or keeping on or about any Unit any permanent or semi-permanent structure or any vehicle that is designated as permanent living quarters, which prohibited structures do not include Owner's Coach House but do include, without limitation, the following:

- A. permanent screened rooms, carports, awnings, fences, pools, Jacuzzis, spas, bathing facilities, satellite dishes, sporting equipment, animal shelters, gates, clotheslines, or any type of permanent extended overhang.
- B. mobile homes, manufactured homes, and park models;
- C. any structure that cannot be readily transported by the Recreational Vehicle of the Unit Owner;
- D. any structure placed on or within the Unit on blocks, or other supports which are permanent or semi-permanent in nature or any structure with removed hitches;
- E. any structure or plumbing or electrical facilities (other than plumbing and electrical facilities installed by Developer or the Association) not intended to be temporary or readily movable;
- F. any structure delineated, intended, or used as permanent living quarters or a residence.
- G. any other items or structures determined by the Developer or the Association in their sole discretion that conflicts with the intent of this Section 2.

SECTION 3. Animals. No animals of any kind shall be raised, bred, or kept on any Unit, except that a reasonable number of dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose, nor in violation of any applicable local ordinance or any other provision of this Declaration. No dog shall weigh more than eighty (80) pounds. A "reasonable number" shall mean two (2) or fewer pets per Unit. In no event shall pit bulls, Doberman pinchers, or other dogs reputed to be a hostile breed be allowed within the Condominium. If any animal is not confined with the Recreational Vehicle, the animal must be leashed, under direct control of its owner, and within the Unit. A pet's owner shall have the absolute duty and responsibility to clean up any solid waste after such animals have used any portion of the Condominium or any property in the vicinity of the Condominium. No pet shall be permitted to be kept within a portion of the Condominium if it makes excessive noise or is otherwise determined by the Board to be a nuisance. If any pet is determined to be a nuisance, the Board may give notice to the responsible party to resolve the

offending problem within seventy-two (72) hours, and if such party does not resolve the problem during that period of time, order the removal of such pet(s).

SECTION 3. Commercial Activities. The Units are to be used for recreational purposes only, and no part of the Condominium and no Unit shall be used in any way for business, professional, commercial, manufacturing, mercantile, storing, vending, industrial, or other non recreational purpose. Notwithstanding the foregoing, Declarant may use Declarant's Units and the Common Elements to maintain reasonable construction, sales, resales, commercial, and rental operations.

SECTION 4. Utility Service. Except for temporary hook-ups between Motorcoach Vehicles and permanent utility outlets and except and expressly allowed in this Declaration with respect to Owner's coach house, no lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Unit unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures approved in writing by the Board. All temporary utility outlets shall be installed and maintained in accordance with applicable provisions of the Rules and Regulations. No provision hereof shall be deemed to forbid the erection of the temporary power or telephone installations incident to the construction of approved buildings or structures.

SECTION 5. Prohibited Activities. No noxious or offensive activity shall be carried on within the boundaries of any Unit or upon any Common Element, including any action within the boundaries of the Unit that is visible or noticeable from any Common Element. The Board shall have the authority to regulate any portion of a Unit that is visible from a Common Element. Each Unit Owner, his/her/his tenants, guests, invitees, employees, and licensees shall refrain from any act or use of his/her/its Unit or any portion of the Common Elements, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to any other Unit Owner, tenant, guest, employee, licensee, or invitee.

SECTION 6. Equipment and Machinery. No Recreational Vehicle or car maintenance (other than emergency maintenance) shall be permitted on the Property except with prior written approval of the Board. No equipment, machinery, junk, debris, building material, or similar matter shall be placed, stored or kept in or on any Unit, parking area or street within or adjoining the Property.

SECTION 7. Propane Tanks. Only propane tanks used in connection with barbeque grills and Recreational Vehicles, which are standard equipment, shall be permitted on any Unit, provided such tanks are in compliance with all applicable codes and laws.

SECTION 8. Maintenance of Units. All Units must be kept neat, sanitary, tidy, and attractive at all times. No landscape trimmings shall be placed for removal on or near any road within the Property or in any place upon the Unit where they are visible from any other Unit or any Common Elements. All landscape trimmings shall be disposed of in the same manner provided for disposition of others trash. In the event any Unit Owner supplements or enhances the landscaping of any Unit, the Unit Owner shall be required to maintain the Unit in the enhanced or supplemented state.

SECTION 9. Other Installations. No outside installations of any type, including, but not limited to, clotheslines and fences shall be constructed or maintained on any Unit unless with the prior written consent of the Board.

SECTION 10. Vehicle Parking. Only one (1) Recreational Vehicle and two (2) other vehicles (automobile, truck, motorcycle, etc.) shall be parked or maintained on any Unit. No Recreational Vehicle, truck, automobile, or any other type of motor vehicle, may be washed, cleaned or polished anywhere on the Property except within an Owner's Unit.

SECTION 11. Resubdivision. No Unit shall be resubdivided nor shall less than an entire Unit be sold.

SECTION 12. Improvements. No improvements shall be installed, situated, placed, erected, or planted on any Unit without the prior written consent of the Board unless otherwise specifically allowed elsewhere in this Declaration.

SECTION 13. Taxes. Each Owner shall pay when due, before delinquency, all taxes, assessments, levies, fees and all other public charges and utility fees and charges of every kind and nature imposed upon or assessed against its Unit.

SECTION 14. Rules and Regulations. The Board may adopt, publish, and, from time to time, amend the Rules and Regulations for the purpose of implementing, enforcing and administering the purposes of this Declaration.

SECTION 15. Hazardous Substances. No activity will be permitted on any Unit or Common Element that, in the sole opinion of the Board, will create or emit offensive, hazardous or excessive quantities of dust, dirt, ash, smoke, noise, fumes, odors or vibrations, or create risk of fire, explosion or other hazards or is not in harmony and consistent with the Property. Activities prohibited hereunder, include, but are not limited to activities which result in the disposal of Hazardous Substances in any form upon the Property. For the purposes of this Declaration, "Hazardous Substances" shall mean any product, substance, chemical, material or waste whose presence, nature, quantity, or intensity of existence, use, manufacture, disposal transportation spill, release or effect, either by itself or in connection with other materials expected to be found upon any Unit, is either: (a) potentially injurious to the public health, safety or welfare, the environment of the Property; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of Developer or any owner to any governmental agency or third party under any applicable state statute or common law.

SECTION 16. No Private Sewers or Septic Systems. No private sewer system, septic tank, leach field, or other system of solid waste disposal, excluding the decentralized wastewater sewage system installed by or on behalf of Declarant for the Condominium, shall be constructed, built, or used.

SECTION 17. No Permanent Residential Use. No Unit shall be continuously occupied as a full time or permanent residence.

SECTION 18. Limit on Occupants. In no event shall any Unit or Recreational Vehicle parked thereon have more than six (6) occupants for more than seven (7) consecutive days or for more than thirty (30) days in any forty five (45) day period.

SECTION 19. Owner's Coach House. Each Owner shall maintain each Owner's Coach House, if applicable, in a good and attractive condition so as not to detract from the appearance of the Condominium. All such Owner's Coach Houses shall be consistent with a uniform appearance designated by the Association. Notwithstanding any other provision of this Declaration, Unit Owners may provide plumbing, electrical, cable television, and telephone service to the Owner's Coach Houses so long as the wiring, pipes, conduit, etc. is underground or within the Owner's Coach Houses.

SECTION 20. Condition of Recreational Vehicle. Each Unit Owner shall be responsible for ensuring that the Recreational Vehicle on such Owner's Unit shall be in good working order and in an attractive condition so as not to detract from the Condominium.

SECTION 21. Subdivision. Each Unit Owner shall not use, cause or permit the Unit to be used other than as provided in this Declaration, nor will he/she/it use, cause or permit the Unit to be subdivided or altered without first having obtained the approval of the Association. Once so subdivided or altered, each Unit Owner shall be subject to the terms, conditions, and obligations on this Declaration and each Unit Owner shall own his/her/its proportionate part of Common Elements and be chargeable with his/her/its proportionate part of Common Expenses. This Section 22 shall not apply to the Declarant, as said right has been specifically reserved in Article V of this Declaration.

SECTION 22. Waste. No trash, waste, rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Condominium Property so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Condominium Property.

SECTION 23. Signs Except as Reserved by Declarant. No signs or advertising devices of any kind shall be maintained or permitted on any portion of the Common Element. The Association may grant written approval of types of signage upon such conditions as from time to time is determined by the sole discretion of the Board.

SECTION 24. Temporary Structures. Subject to the right of the Declarant to promote the sale of Units within the Condominium, no structure of a temporary character shall be permitted on the Condominium Property at any time, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Condominium Property or any portion thereof, or in connection with the initial sales of Units by the Declarant.

SECTION 25. Improvements. No Improvement shall be constructed on, about, or in any 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 Association or the DRB, as appropriate.

SECTION 26. Nuisances. No Unit Owner shall use, permit, or allow the Unit or any part thereof to be used for an immoral, improper, offensive or unlawful purpose, nor will any Unit Owner permit or allow any nuisance within its Unit, nor will he/she/it 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 Condominium Property by the other Owners.

SECTION 27. Rules and Regulations. The Board may from time to time adopt, modify, amend, or add to the rules and regulations concerning the use of the Condominium Property; provided, however, that Unit Owners holding a majority of the Common Interests 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 concerning the same. Copies of such rules and regulations, or any amendments, additions or modifications thereto, shall be delivered to each Unit Owner and Occupant 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.

SECTION 28. Resale of Units. There is no limitation on the amount for which a Unit may be sold or amount that may be received by a Unit Owner on sale, condemnation, or casualty loss to the Unit or to the Condominium, or on the termination of the Condominium.

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 thereof 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 associated therewith, 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 and Occupant shall be governed by, and shall comply with, the terms of the Declaration, the Condominium Documents, the Bylaws, 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 of the foregoing 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 violations by a Unit Owner, he/she/it may be required by the Association to give sufficient surety or sureties for his/her/its future compliance with the Declaration, the Condominium Documents, the Bylaws, 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. 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 attorneys' fees. Any action brought by reason of a default or breach of this Declaration shall be brought in Lee County, Alabama and each Unit Owner by accepting a deed to a Unit, consents to Lee County as a proper venue.

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

SECTION 5. All rights, remedies and privileges granted to the Association, the Declarant, 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 Declaration, the Condominium Documents, the Bylaws, 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 Common Interests.

SECTION 3. A copy of each amendment shall be certified by the Chairman of the meeting and the Secretary 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 Elements and Improvements thereon, 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 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 hereunder shall be paid to the Association as insurance trustees under this Declaration. A certificate of insurance with proper mortgage 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 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 promptly pay when due the premiums for the insurance hereinafter required to be carried.

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 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, and damage from natural disaster, 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 and/or Employee Dishonesty 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 all insurance related to the Improvements on their respective Unit as well as personal liability and casualty insurance on his/her/its Unit, at his/her/its own expense and such insurance shall contain the same waiver of subrogation as that referred to in the preceding Section 2 of this Article. Each Unit Owner is also responsible for obtaining insurance at his/her/its own expense affording coverage upon his/her/its personal property located in his/her/its Unit and personal property that may be stored elsewhere on the Condominium Property. A Unit Owner shall be liable for any claim, damage or judgment entered with respect to his/her/its own Unit or that of another Unit Owner's, which results from such Unit Owners own conduct, use or operation of his/her/its Unit.

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 their Common Interests and as set forth in the budget or 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/her/its 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/her/its mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by it.

ARTICLE XXII
RECONSTRUCTION OR REPAIR

Except as hereinafter provided, and as related to the Common Elements, all damage to or destruction of Improvements which are constructed on, about, or in, a Unit shall be promptly repaired and reconstructed by the Unit Owner. Financial obligations for said repairs of reconstruction shall be at the Unit Owner's sole expense utilizing the proceeds of insurance policy obtained solely by the Unit Owner to cover said Unit Owner's improvements.

A. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications, and shall be subject to the approval of the DRB.

B. Immediately after a casualty or issue causing damage to the Common Elements in or to any property for which the Association has the responsibility of maintaining 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/her/its negligence or misuse or the negligence or misuse by his/her/its agents, guests, invitees 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 costs.

D. Each Unit Owner shall be responsible for the costs of reconstruction, repair, or replacement of his/her/its Unit.

E. If the proceeds of insurance are not sufficient to defray completely the estimated costs of reconstruction and repair of the 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 Common Interest.

F. 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 as approved by the DRB.

G. 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 of may be used in the maintenance and operation of the Condominium Property, or, at 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. The Declarant reserves the right to terminate this Declaration and to discharge the 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 this Declaration, the Condominium may be terminated in accordance with Condominium Act, as now existing or hereafter amended, in which event the Property shall be subject to an action for partition by any Unit Owner 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/her/its share of such net proceeds, all liens on his/her/its Unit. Such withdrawals of the property from the Condominium Act shall not bar its subsequent admission to the provision thereof in accordance with the terms of the Condominium Act.

SECTION 3. The Condominium may 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 mortgagees 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 "C" as same may be amended from time to time. 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 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/her/its 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/her/its Unit or any other part of the Condominium Property other than for mortgages, taxes and Special Assessments within Five (5) days from the date the lien attaches.

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/her/its Unit or any other part of the Condominium 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
WARRANTY LIMITATION

Except for those warranties required by the Alabama Uniform Condominium Act, or as otherwise required by law, the Declarant does not make any warranty of any kind, express or implied, and the Declarant hereby disclaims any such warranties, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and the Unit Owners and Association assume all risk and liability resulting from the use of the Condominium Property.

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, and any gender shall be deemed to include all genders.

ARTICLE XXIX
SEVERABILITY

If any provision of this Declaration, the Articles, the Bylaws, any rules and regulations of the 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, and venue for any such litigation shall be the appropriate court in Lee County, Alabama.

ARTICLE XXXI
RATIFICATION

Each Unit Owner, by reason of having acquired ownership of a Unit, 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 hereunder are fair and reasonable in all material respects.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed for it and in its name on this 30 day of August, 2010.

AUBURN LEGENDS RV RESORT, LLC,
Declarant

By: 
Robert R. Hart, Member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert R. Hart, whose name as a Member of Auburn Legends RV Resort, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily and with full authority on the day the same bears date as the act of said Company.

Given under my hand and seal of office, this the 30 day of August, 2010.


Notary Public 
My Commission expires: 7/25/2011

EXHIBIT "A"

DESCRIPTION OF CONDOMINIUM PROPERTY

**Lot 1, Graves subdivision, according to and as shown by that certain map or plat of record
in Town Plat book 32 at Page 20, in the Office of the Judge of Probate of Lee County,
Alabama.**

EXHIBIT "B"

CONDOMINIUM PLAT AND PLANS

THE CONDOMINIUM PLAT IS FOUND AT PLAT BOOK 4 AT PAGE 61 IN
THE OFFICE OF THE JUDGE OF PROBATE OF LEE COUNTY, ALABAMA.

EXHIBIT "C"

OWNERSHIP INTEREST IN COMMON ELEMENTS

Each Unit shall have an undivided 1/67 interest in the Common Elements, and the same shall be the Common Interest value of each Unit Owner.

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
AUBURN LEGENDS RV RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLES OF INCORPORATION
OF
AUBURN LEGENDS RV RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.
AN ALABAMA NON PROFIT CORPORATION

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 "Auburn Legends RV Resort Condominium Owners, Inc." (the "Association").

ARTICLE II
PURPOSES

The purposes of the Association shall be to function as a condominium "association" as that term is used in §§ 35-8A-101, et seq. Code of Alabama (1975), (the "Condominium Act"), 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 Auburn Legends RV Resort, a Condominium (the Condominium"), which said Declaration was recorded on the 3rd day of September 2010, in Condominium Book 8005, at Page 814, in the Office of the Judge of Probate of Lee County, Alabama (the "Declaration"). Capitalized terms that are not otherwise defined herein shall have the meaning given to such term in the Declaration.

ARTICLE III
POWERS

The Association shall have all powers of an association as are provided in the Condominium Act and in the Declaration, and all such powers as may be necessary or desirable to discharge the duties of an association under the Condominium Act and the Declaration, 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 the Condominium.

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

- (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 Condominium 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, when such action is required by the Association.
- (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 the responsibility of the Association.

(16) To adopt and establish Bylaws for the operation of the 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 and personal property of every nature, including stocks and securities of other corporations and to lend money and take securities for the payment of all sums due to the Association to sell, assign, and/or release such securities.

(20) To borrow money for any of the purposes of the Association 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 and similar types of obligations or instruments.

(21) 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.

(22) 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 Association, 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.

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 Association. In addition to the objects aforesaid, the Association 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.

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 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 Bylaws.

ARTICLE V
MEMBERS

Each Unit Owner, as that term is used in the Declaration, shall be a member of the Association and no other person or entity shall be entitled to membership.

The share of an owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner, except as an appurtenance to his/her/its Unit.

Each Unit shall be entitled to one (1) vote in the Association based on the formulas established in the Declaration. No person shall be entitled to vote at any meeting of the Association until he/she/it has presented evidence of ownership of a Unit to the Board of Directors. The vote of each Owner may only be cast by such owner or by a proxy given by such owner to his/her/its 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 Association and such vote shall be binding on such other owners who are not present at such meeting unless written notice to the contrary has been received by the Board of Directors prior to any such vote being cast.

ARTICLE VI
BOARD OF DIRECTORS

The number of Directors shall be fixed by the Bylaws, but shall not be less than three (3) nor more than five (5). 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:

NAME

Mona Brown

ADDRESS

236 Winter Lane
Madison, Alabama 35757

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 or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or Officer of the Association, or any settlement thereof, whether or not he or she 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 or her duties; provided that in the event of a settlement, the indemnification herein 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.

ARTICLE XI
REGISTERED AGENT

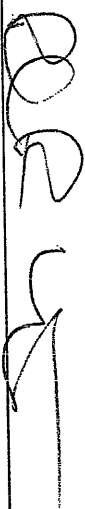
The registered office of said Association shall be 324 East Magnolia Avenue, Auburn, Alabama, 36830, and the registered agent at such address is Nancy Davis. The mailing address of the Association shall be 324 East Magnolia Avenue Auburn, Alabama 36830.

ARTICLE XII
INCORPORATOR

The name and address of the Incorporator of the Association is Robert. R. Hart, 534 SE 7th Street, Summerdale, Alabama 36580.

IN WITNESS WHEREOF, the undersigned Incorporator has subscribed his name to these Articles of Incorporation on this the 30th day of August, 2010.

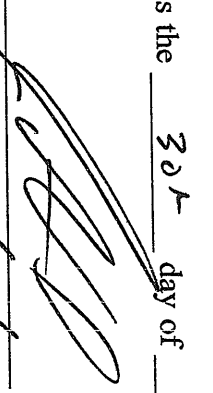
Auburn Legends RV Resort Condominium
Owners, Inc., an Alabama non-profit corporation


Robert R. Hart, Incorporator

STATE OF ALABAMA
COUNTY OF Lee

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Robert R. Hart, an Incorporator of Auburn Legends RV Resort Condominium Owners, Inc., a non-profit 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 instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office, this the 30th day of August, 2010.

Notary Public 
My Commission expires: 7/26/2011

THIS DOCUMENT PREPARED BY:
DAVIS, MCLAUGHLIN & MUNCIE
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36832
334.821.1908

EXHIBIT "E"

BYLAWS
OF

AUBURN LEGENDS RV RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.

BYLAWS OF
AUBURN LEGENDS RV RESORT CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

These are the Bylaws of Auburn Legends RV Resort Condominium Owners Association, Inc., hereinafter called the "Association," a non-profit corporation 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 Auburn Legends RV Resort, a Condominium, hereinafter referred to as the "Condominium." The principal office of the Association shall be located at 324 East Magnolia Avenue Auburn, AL 36830.

ARTICLE II
PURPOSES

This Condominium is formed under the provisions of §§ 35-8A-101, et seq. Code of Alabama 1975, being the Condominium laws and statutes of the State of Alabama, and hereinafter known as the "Condominium Act" or the "Act", to serve as the means through which the Unit Owners, as defined in 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 Auburn Legends RV Resort, a Condominium filed in the Office of the Judge of Probate, Lee County, Alabama, 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: There shall be an organizational meeting of the Association within the first One hundred Eighty (180) days of the filing of the Declaration.

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

annual meeting, the Unit Owners shall elect the Board of Directors of the Association (as set forth herein) and subject to the Declarant's rights with respect thereto as set forth in the Declaration and the Act, 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, 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 twenty (20) 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. 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. 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.

SECTION 6. 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 7. QUORUM OF UNIT OWNERS:

A. A quorum at a Unit Owners' meetings shall consist of persons representing Units which in the aggregate hold more than Twenty Percent (20%) of the Common Interest, whether or not such Unit Owner is eligible to cast a vote at the meeting. 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 8. 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.
- D. No Unit Owner who has failed to pay his Assessments or charges shall be eligible to vote at any meeting of the Association.

SECTION 9. 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 meeting is called to order. 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 10. 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 the majority of the Common Interest 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. Call to order
- b. Calling the roll, certifying of proxies and establishing of quorum.
- c. Reading of minutes from prior meeting.
- d. Reports of the Board of Directors and/or Officers of the Condominium.
- e. Reports of the management agency.
- f. Budget and financial review.
- g. Selection and appointment of inspectors of election, if necessary.
- h. Election of Board of Directors of the Condominium.
- i. Old 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 MANAGEMENT

SECTION 1. BOARD OF DIRECTORS: The Condominium shall be managed by a Board of Directors, each of whom shall be over the age of twenty-five (25) years. A Director does not have to be a Unit Owner. 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 and no more than five (5) persons. The Board of Directors shall be elected to serve for a period of three (3) years; provided however, that the term of each of the initial Directors as named in the Articles of Incorporation shall expire and said director's successor elected at the annual meeting of the Association held during the year set forth below:

Robert R. Hart	2014
Mona Brown	2013
Jane Hart	2012

SECTION 3. NOMINATION AND ELECTION:

- A. The initial members of the Board of Directors shall be as set forth in the Articles of Incorporation.
- B. Following termination of Declarant control as set forth in the Declaration and the Act, a nominating committee may be appointed by the Board of Directors to select candidates for election to the Board of Directors. If such committee is established, at least one (1) month preceding each annual meeting of the Association, 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 Association. 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 Unit Owner(s) holding forty percent (40%) of the Common Interest, 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 Association and thereupon the names of such candidates shall also be typed or printed on the official ballot. Such petition shall be presented not less than five (5) days before the annual meeting.
- D. Voting may be verbal, by show of hands or by written ballot. Before written balloting for an officer or Director, the President of the Association shall appoint inspector(s) 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 majority 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.
- F. No Unit Owner who has failed to pay his Assessments or charges 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 Association shall be installed immediately following their election or appointment or at such later time as the Board of Directors may determine.
- 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 a three- year term.

I. Directors appointed by the Unit Owners are elected otherwise to serve for a three year term 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 Declarant shall hold office until he or she resigns, is removed by the Declarant, or his or her term expires.

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

SECTION 4. REMOVAL AND RESIGNATIONS:

A. Except as otherwise provided herein, a Director may be removed, with or without cause, by a majority vote at a special meeting of the Unit Owners called for that purpose. A director appointed by the Declarant may not be removed without cause. 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. Any vacancy in the position of a Director appointed by the Declarant shall be filled by the Declarant.

SECTION 8. TIME AND PLACE OF BOARD MEETINGS:

A. The Board of Directors shall meet regularly 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 may be held immediately following the annual meeting of the Unit Owners or at such other place and time as may be determined by the newly elected Board of Directors.

B. A special meeting of the Board of Directors may be called by the President on two (2) days notice given either in writing, in person, by telephone, or by facsimile 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.

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.

SECTION 11. PRESIDING OFFICER: The President or a Chairman selected and chosen by the Board, shall preside at all meetings of the Board of Directors and of the Association.

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. 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 Declarant. 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 provide for the maintenance, repair, replacement, and operation of the Condominium Property, either directly or through an agent, 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 Bylaws, the rules and regulations of the Condominium, the resolutions and decisions rendered in pursuance of the Bylaws 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 temporarily close or restrict the use of the Common Elements when required for a special use.
- G. To make or amend rules and regulations respecting the use and operation of the Condominium Property but not inconsistent with the Declaration.
- H. To maintain bank accounts on behalf of the Association and to designate signatories required therefore.
- I. To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements.
- J. To pay the cost of all power, water, sewer, or other utility services rendered to the Condominium Property which are not separately billed to the Unit Owners.
- K. To estimate the amount of the annual budget and to make and collect Assessments against Unit Owners to defray the costs, expenses, and losses of the Condominium.
- L. 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.
- M. To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.
- N. 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.
- O. To do any and all things which prudent operation of the Condominium Property would require.

SECTION 14. COMMITTEES: The Board of Directors may designate one or more committees to facilitate management of the affairs and business of the Association. Any such committee shall consist of at least three (3) members, at least one (1) of whom shall be a Director and shall have such obligations and authority as provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

SECTION 15. 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 Condominium 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, and Treasurer. 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 their successor shall have been appointed or elected and qualified, provided that any officer may succeed himself. Said officers may 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. SECRETARY: The Secretary 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 Association 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 Association as may be required by the President or the Board of Directors.

SECTION 4. TREASURER: The Treasurer shall keep the financial records of the Association and shall keep books of accounts and shall have custody of all the funds of the Association. He shall keep the Assessment roll and the accounts of the Unit Owners. He shall perform all other duties incident to a Treasurer of the Association as prescribed by the Board. He shall deposit all monies and other valuables in the name of and to the credit of the Association in such depositories as shall be designated by the Board. He shall disburse the funds of the Association 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 Association may be assigned to an agent or employee hired by the Board to discharge such duties.

SECTION 5. COMPENSATION: An Officer shall not receive any compensation for any service he or she 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 or her duties.

SECTION 6. 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 7. 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 8. 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 9. All employees as such of the Association 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 Property 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, including but not limited to, landscaping, streets, walkways, parking areas, clubhouse and pool.
 - b. Utility services, septic systems and garbage.
 - c. Casualty insurance.
 - d. Liability insurance.
 - e. Fidelity and/or employee dishonesty insurance
 - f. Administration Fees.
 - g. Ad valorem taxes.
 - h. Municipal assessments.
 - i. Reserves.
 - j. 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 budget and Assessments shall be transmitted to each Unit Owner. If the budget is subsequently amended before the Assessments are made, a copy of the amended budget shall be furnished to each Unit Owner concerned.

SECTION 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. The monies of the Association 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. A financial summary of the accounts of the Association 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 Association. The amounts of such bonds shall be determined by the Board. The premium on such bonds shall be paid by the Association.

SECTION 6. ASSESSMENTS: On or before the first day of each quarter of the fiscal year for which the Assessments are made, each Unit Owner shall pay one fourth 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 Common Interest.

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 quarterly Assessment. However, the failure to send or receive such quarterly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the quarterly Assessment. If the Board shall not approve an annual budget or shall fail to determine new quarterly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his or her quarterly 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. FAILURE TO MAKE TIMELY PAYMENT OF ASSESSMENT INSTALLMENTS: If a Unit Owner shall be in default in the payment of any installment of an annual Assessment for more than sixty (60) days, the Board may accelerate all remaining quarterly installments due for the balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable. In addition, late payment or non-payment of Assessment may result in other penalties as may be determined by the Board of Directors.

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 the Declaration, that are necessary to meet the requirement of the Association and the Condominium Property, 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 quarterly 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; as well as an account for each Unit showing the Assessments or other charges due, due dates thereof, 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. 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, 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 2. 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.

ARTICLE IX 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 X EXECUTION OF INSTRUMENTS

All instruments of the Association shall be signed, executed and/or acknowledged by the President or such other officer or officers as the Board of Directors shall designate.

ARTICLE XI
RULES AND REGULATIONS

The restrictions of the Condominium are set forth in the Declaration, with any additional Rules and Regulations of the Condominium. 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 XII
MISCELLANEOUS

SECTION 1. CONSTRUCTION: Wherever the context 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.

IN WITNESS WHEREOF, the undersigned have subscribed their names to the Bylaws of Auburn Legends RV Resort Condominium Owners Association, Inc., on this the 30th day of August, 2010.

Auburn Legends RV Resort Condominium Owners
Association, Inc.

By: 
Robert R. Hart, President

ATTEST:

By: Mona Brown
Mona Brown, Secretary

THIS DOCUMENT PREPARED BY:
DAVIS, MC LAUGHLIN & MUNCIE
324 EAST MAGNOLIA AVENUE
AUBURN, ALABAMA 36832
334.821.1908

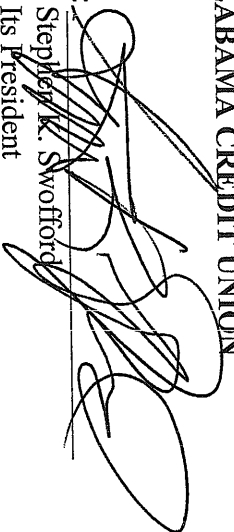
EXHIBIT "F"

CONSENT OF MORTGAGEE

CONSENT OF MORTGAGEE

Alabama Credit Union ("Mortgagee"), the mortgagee under that certain Mortgage dated July 6, 2010 and recorded in Book 3741, at Page 628 in the Office of the Judge of Probate of Lee County, Alabama, and that certain Assignment of Rents and Leases dated July 6, 2010 and recorded in Book 2367, at Page 154 in the Office of the Judge of Probate of Lee County, Alabama (collectively, the "Mortgage"), does hereby consent to the recording of this Declaration of Condominium of Auburn Legends RV Resort, a Condominium. Furthermore, Mortgagee does hereby subordinate in all respects its interest in and to the Property to this Declaration. Mortgagee does hereby acknowledge and agree that this Declaration shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage. The mortgagor of said Mortgage, namely, Auburn Legends RV Resort, LLC shall not be relieved of any other obligation under the Mortgage and all other terms and conditions of the Mortgage shall be unaffected by this Consent of Mortgagee. IN WITNESS WHEREOF, Mortgagee has caused this Consent to be executed by and through its duly authorized representative as of the 2 day of September, 2010.

ALABAMA CREDIT UNION

By: 
Stephen K. Swofford
Its President

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned notary public in and for said state and county, hereby certify that Stephen K. Swofford, whose name as President of Alabama Credit Union, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Alabama Credit Union.

Given under my hand and official seal this 2 day of September, 2010.


Notary Public

My Commission Expires: MY COMMISSION EXPIRES JULY 12, 2011

EXHIBIT C
TO
OFFERING STATEMENT

STATEMENT OF ACKNOWLEDGMENT

Auburn Legends RV Resort, LLC
534 SE 7th Street Summerdale, AL 36580

RE: Auburn Legends RV Resort, A Condominium
Unit No. _____

A full and satisfactory explanation of the following terms and conditions of the requirements for delivery of the Offering Statement, as outlined in § 35-8A-408, Code of Alabama, and herein listed below, has been presented to me and I hereby acknowledge receipt of the same.

- A. Within seven days after receipt of an offering statement a purchaser, before conveyance, may cancel any contract for purchase a unit from a declarant,
- B. If a declarant fails to provide an offering statement to a purchaser before conveying a unit, that purchaser may rescind the conveyance within seven days after receiving the offering statement,
- C. If a purchaser receives the public offering statement more than seven days before signing a contract he cannot cancel the contract.

Dated 20th August, 2010

Auburn Legends RV Resort, LLC


By: Robert R. Hart
Its: Managing Member

Purchaser(s)

Printed Name of Purchaser(s)

EXHIBIT D
TO
OFFERING STATEMENT
INSURANCE

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 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, and damage from natural disaster, 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 and/or Employee Dishonesty 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.

EXHIBIT "E"

**AUBURN LEGENDS RV RESORT CONDOMINIUM OWNERS ASSOCIATION
PROPOSED BUDGET**

Insurance	\$3,600.00
Lawn Maintenance	\$13,200.00
Pool Maintenance	\$1,800.00
Sewer	\$24,120.00
Clubhouse Maintenance	\$3,800.00
T. V. and Telephone	\$1,800.00
Electric	\$4,920.00
Water	\$4,800.00
<hr/>	
Total	\$58,040.00
MONTHLY CHARGES	\$4,836.66
MONTHLY ASSESSMENT PER UNIT	\$72.19

EXHIBIT "F"
TITLE LIENS AND ENCUMBRANCES

- A. The terms, conditions, covenants, and provisions of the Condominium Documents;
- B. Sewer, water, electric, telephone, and other utility easements, if any, now or hereafter placed of record, including the right to erect, maintain and install all electrical, telephone and television wires, cables and conduits, sewers, water pipes and drains, and other improvements for public conveniences or utilities in, on, under, over, and through the Condominium Property;
- C. Easements existing and to be created for cross access for ingress and egress to the Condominium or vehicular and pedestrian traffic;
- D. Reservation of all oil, gas, and other minerals, together with all rights of ingress and egress for the use and enjoyment of same, which have heretofore been reserved or conveyed to others;
- E. Any encroachments or facts which might be revealed by an accurate survey or personal inspection of the Condominium;
- F. Ad valorem taxes which are a lien upon the Condominium, but are not yet due and payable;
- G. Any and all restrictive covenants, reservations, restrictions, easements, rights of way, building setback lines, drainage and utility line easements, and reservations presently of record applicable to said Condominium Property;
- H. Building setback lines and drainage and utility line easements as shown on the Plat or Plans, or required by the any local law or ordinances, if any;
- I. Zoning, planning and other restrictions or regulations upon the use of the Property as may be imposed by the any governmental authorities having jurisdiction over the Condominium Property.
- J. Any Development Rights and/or Special Declarant Rights granted Declarant by the Condominium Documents and by the Condominium Act.
- K. Easements or claims of easements not shown by the public record.
- L. Terms and conditions of all permits and licenses of federal, state and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the Property.

M. That certain easement from J. W. Cullars and Daisy D. Cullars to the Alabama Power Company dated June 19, 1940, and recorded in Book 244 at Page 374 in the Office of the Judge of Probate of Lee County, Alabama.

N. That certain drainage and utility easement from Anne Cullars Graves to the City of Auburn dated October 7, 2003, and recorded in Book 2245 at Page 702 in the Office of the Judge of Probate of Lee County, Alabama.

O. That certain plat of Graves Subdivision recorded at Plat Book 32 at Page 20 in the Office of the Judge of Probate of Lee County, Alabama.

P. That certain mortgage from Auburn Legends RV Resort, LLC to Alabama Credit Union dated July 6, 2010 and recorded in Book 3741 at Page 628 in the Office of the Judge of Probate of Lee County, Alabama. (Each Unit shall be released from said mortgage upon sale).

Q. That certain Assignment of Rents and Leases from Auburn Legends RV Resort, LLC to Alabama Credit Union Dated July 6, 2010 and recorded in Book 2367 at Page 154 in the Office of the Judge of Probate of Lee County, Alabama. (Each Unit shall be released from said Assignment of Rents and Leases upon sale).