

**DECLARATION OF CONDOMINIUM OF
EAGLE'S NEST AT MILLER'S CROSSING CONDOMINIUMS**

This declaration made as of this 1st day of August, 2008, by Stadium View Condominiums, LLC, an Alabama limited liability company, hereinafter called the "Declarant."

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of all of the property more particularly described in Exhibit A attached hereto, 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 parcels or units to establish a Condominium under the provisions of Code of Alabama, 1975, Title 35-8A-101, et seq. (Alabama Uniform Condominium Act), as amended, hereinafter called the "Act" or "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 referenced above.

ARTICLE II
DESCRIPTION OF PROPERTY

The Property owned by the Declarant, which is herewith submitted to the condominium form of ownership is all that certain parcel, piece or plat of land situated, lying and being in the County of Lee, State of Alabama, located at 277 S. Gay Street, Auburn, Alabama 36830-5422, and being more particularly described in Exhibit A attached hereto and specifically made a part hereof.

Book/Pg: 8005/202
Term/Cashier: SCAN2 / KW
Tran: 3438.67941.92888
Recorded: 08-12-2008 11:34:48
REC Recording Fee
Total Fees: \$ 128.00

The Property is subject to the following:

- (a) Zoning, planning and other restrictions or regulations upon the use of the Property as may be imposed by the City of Auburn, Alabama, or any other governmental authorities having jurisdiction over the Property.;
- (b) Development rights and special declarant rights granted to the Declarant by the Condominium Documents and by the Condominium Act.
- (c) All ad valorem taxes and assessments.
- (d) The rights of eminent domain and other governmental rights of police power.
- (e) Easements or claims of easements not shown by the public record.

Encroachments, overlaps, boundary line disputes, and any other matter which would be disclosed by an accurate survey and inspection of the Property.

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.

ARTICLE III **DEVELOPMENT RIGHTS**

There are to be constructed on the Property an approximately 27,515 square foot building containing seventeen (17) residential Units, each of which shall consist of the space set forth and defined in Article VII of this Declaration. Pursuant to the Code of Alabama § 35-8A-205 (a)(8), to exercise any development right reserved under said section, the Declarant shall prepare, execute, and record an amendment to the declaration as specified in Code of Alabama § 35-8A-217 and comply with the Act. All additional units must be built, if at all, within ten (10) years from the date of recording of the plat of Condominium.

ARTICLE IV **NAME AND UNIT DESIGNATIONS**

The name by which this Condominium is to be known is EAGLE'S NEST AT MILLER'S CROSSING CONDOMINIUMS. The unit designation of each Unit, its location, dimensions, approximate area, Common Elements to which it has immediate access, and other data concerning its proper identification, are set forth in the site and floor plans marked **Exhibit B** attached hereto and made a part hereof. The Units shall each have an address of 277 South Gay Street, Auburn, Alabama 36830-5423 and the following Unit Number designations:

2 nd Floor	Unit 201 – 204
3 rd Floor	Unit 301 – 303
4 th Floor	Unit 401 – 404
5 th Floor	Unit 501 – 503
6 th Floor	Unit 601 - 603

ARTICLE V **SERVICE OF PROCESS**

The names 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 their respective businesses address is Steve Fuller, 1113 Horseshoe Bend Road, Dadeville, Alabama 36853. After the first meeting of the Association said person shall be the duly elected President of the Association.

ARTICLE VI **EFFECTIVE DATE OF THE CONDOMINIUM**

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

ARTICLE VII **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" or "Owners Association" means the non-profit corporation known as the Eagle's Nest at Miller's Crossing 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 all structures or structural improvements located on the Property and forming part of the Condominium.

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

"Common Elements" means all that part of the Property which is not a part of the Units shown on the Plans, and as more particularly set forth in Article VIII, Section 5 and is the part or parts of the Condominium Property as set forth in the Declaration in which all of the Unit Owners have an undivided interest, except as otherwise stated herein or in the Act.

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

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

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

"Condominium" means the Eagle's Nest at Miller's Crossing Condominiums and consists of the Condominium Property submitted to the condominium form of ownership by this Declaration. Each Unit in the Condominium consists of the Limited Common Elements together with an undivided interest in the remaining Common Elements.

"Condominium Act" means the provisions of the Code of Alabama, 1975, Title 35-8A-101 et seq. identified as the Alabama Uniform Condominium Act, as amended.

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

EXHIBIT A	Description of real property.
EXHIBIT B	Plats and Plans
EXHIBIT C	Undivided interest in Common Elements and Limited Common Elements of each Unit Owner.
EXHIBIT D	Articles of Incorporation and Bylaws of Eagle's Nest at Miller's Crossing Owners Association, Inc.,

"Condominium Property" means the Property.

"Declarant" means Stadium View Condominiums, LLC, its successors and assigns, as the maker of the Declaration, the Declarant of the Condominium, the respective seller and the grantor in deeds conveying the Units.

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

"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 individual Units.

"Limited Common Elements" shall have the same meaning as is defined in the Act and as set out herein Article VIII, Section 6.

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

"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.

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

"Plans" means the site plan, building plans and floor plans, which depict the location, layout, identifying number, and dimensions of the Units and the Common Elements, identified as the Eagle's Nest at Miller's Crossing Condominiums, that are attached hereto as Exhibit B, and by this reference made a part hereof.

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

"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.

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

"Special Declarant Right" shall have the meaning provided in Article VIII, Section 4 of the Declaration.

"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 Property designed and intended for the use described herein and so specified as a Unit on the Plat and Plans.

- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimeter boundaries:

1. Upper Boundaries. The plane of the lowest surface of the unfinished ceiling and the plane of the lowest surface of the unfinished entry ceiling.
 2. Lower Boundaries. The plane of the lowest surface of the top of the unfinished floor slab and the plane of the surface of the top of the unfinished entry floor slab.
- (b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries.
1. Exterior Building Walls. The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the entry which is a part of a Unit. Such boundaries shall be the intersecting vertical planes which include all of such structures of the innermost unfinished surface of the exterior concrete floor slab thereof.
 2. Interior Building Walls. The vertical planes of the innermost unfinished surface of the interior walls bounding such Unit extended to intersections with other perimetrical boundaries.

Each Unit shall include all improvements contained within such area, all interior walls within the Unit and any and all mechanical, plumbing and electrical fixtures and wiring and ducts located within and solely servicing such Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) 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; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration

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

"Unit Owner" means the Person or Persons, individually or collectively, vested in aggregate fee simple ownership of one or more Unit(s) and of the attached undivided interest in the Common Elements.

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

ARTICLE VIII **CONDOMINIUM UNITS**

SECTION 1. General Description. The Condominium shall consist of a single five-story building consisting of approximately 27,515 square feet, together with a parking area located directly underneath such building, landscaping and other Common Elements, Limited Common Elements and facilities as more specifically set forth and described in this Declaration and the Plans attached hereto. The building consists of one level of parking on the ground floor and five levels of Units. All Units are intended to be residential dwelling units.

The Units are more particularly defined as:

EAGLE'S NEST AREA SUMMARY			
UNIT #	UNIT TYPE	DESCRIPTION	AREA
TOTAL GROUND FLOOR AREA: 1114 SF			
201	1	2 BEDROOM W/ BALCONY	1183 SF
202	1	2 BEDROOM W/ BALCONY	1183 SF

203	2	2 BEDROOM W/ BALCONY	1136 SF
204	3	1 BEDROOM-TWO STORY W/BALCONY	FF: 835 SF SF: 364 SF TOTAL: 1199 SF
TOTAL SECOND FLOOR AREA: 5141 SF			
301	4	2 BEDROOM W/ BALCONY	1227 SF
302	4	2 BEDROOM W/ BALCONY	1227 SF
303	5	2 BEDROOM W/ BALCONY	1179 SF
TOTAL THIRD FLOOR AREA: 5315 SF			
401	4	2 BEDROOM W/ BALCONY	1227 SF
402	4	2 BEDROOM W/ BALCONY	1227 SF
403	5	2 BEDROOM W/ BALCONY	1179 SF
404	3	1 BEDROOM-TWO STORY W/BALCONY	FF: 835 SF SF: 364 SF TOTAL: 1199 SF
TOTAL FOURTH FLOOR AREA: 5315 SF			
501	4	2 BEDROOM W/ BALCONY	1227 SF
502	4	2 BEDROOM W/ BALCONY	1227 SF
503	5	2 BEDROOM W/ BALCONY	1179 SF
TOTAL FIFTH FLOOR AREA: 5315 SF			
601	4	2 BEDROOM W/ BALCONY	1227 SF
602	4	2 BEDROOM W/ BALCONY	1227 SF
603	5	2 BEDROOM W/ BALCONY	1179 SF
N/A	N/A	CLUBHOUSE	835 SF
TOTAL SIXTH FLOOR AREA: 5315 SF			
TOTAL BUILDING SF: 27515 SF			

* UNIT AREAS TAKEN FROM INTERIOR FACE OF STUD AND INCLUDE BALCONY SPACE

**TOTAL FLOOR AREAS TAKEN FROM EXTERIOR FACE OF STUD AND INCLUDE BALCONY AREAS

UNIT COUNT			
BY TYPE:			
TYPE	DESCRIPTION	AREA	COUNT
1	2 BEDROOM W/ BALCONY	1183 SF	2
2	2 BEDROOM W/ BALCONY	1136 SF	1
3	1 BEDROOM-TWO STORY	1199 SF	2
4	2 BEDROOM W/ BALCONY	1227 SF	8
5	2 BEDROOM W/ BALCONY	1179 SF	4
TOTAL NUMBER OF UNITS: 17 UNITS			
BY DESCRIPTION:			
DESCRIPTION	TYPES	AREA	COUNT
2 BEDROOM W/ BALCONY	1,2,4,5	VARIES	15
1 BEDROOM-TWO STORY	3	1199 SF	2
TOTAL NUMBER OF UNITS: 17 UNITS			

The floor plan and square footage of each Unit is shown on the Plans attached hereto as **Exhibit B**. The Units are identified by the Unit Designations given to each Unit by Declarant at the time of completion of construction of the Unit.

SECTION 2. Unit Ownership. Each Unit Owner shall be entitled to the exclusive ownership, use and possession of his Unit, the floor plans of which are shown on the Plans attached hereto as **Exhibit B**. Each Unit Owner shall have the unrestricted right of ingress and egress to his Unit, which right shall be an appurtenance to the Unit. The Unit will include the following:

- A. The air space of the area of the Building lying within the Unit boundaries.
- B. The structural components and surfacing materials of all interior walls located within the boundaries of the Unit.
- C. The surfacing materials on the interior of the exterior wall, all interior walls, floors and ceilings located within the boundaries of the Unit; and, with respect to ground floor Unit, the sub-flooring. All interior trim and finishing materials are within the confines of the Unit.

D. Any toilets, sinks or other appliances installed within a Unit, including but not limited to, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of the Condominium.

All pipes, ducts, vents, wires, cables and conduits within the boundaries of the Unit and forming part of any system servicing such Unit with power, light, telephone, sewer, water, heat and air conditioning, and specifically including the a/c unit servicing the Unit and all ducts, pipes, vents, and wiring relating thereto, some or all of which may be located outside of the Unit shall constitute Limited Common Elements were utilized exclusively by a Unit or serve as Common Elements where benefiting more than one Unit.

SECTION 3. Surfaces. A Unit Owner shall not be deemed to own the structural components of the exterior or adjoining walls. A Unit Owner, however shall be deemed to own and shall have the exclusive right and duty to repair and maintain the sheetrock, paint, tile, paper or otherwise finish and decorate the surfacing materials on the interiors of exterior and adjoining walls. In addition the Unit Owner shall have the exclusive right and duty to wash and keep clean the interior surfaces of windows and doors bounding his Unit.

SECTION 4. Changes. The Declarant reserves the, right to change the interior design and arrangement of any and all Units owned by it. The Declarant further reserves the right to alter the boundaries between Units, which said change shall be reflected by an amendment of the Declaration and shall be known as a "Special Declarant Right", which may be executed by the Declarant alone, notwithstanding the procedures for amendment described herein. However, no such change of boundaries shall increase or decrease the number of Units, nor alter the boundaries of the Common Elements without amendment of this Declaration in the manner described herein. No assurance is made concerning whether or not any Unit will be or will not be changed by the Declarant nor is any assurance made concerning the nature, character, or quality of said change. The exercise by the Declarant of the Special Declarant Right to change a Unit or number of Units does not obligate the Declarant to exercise said right in anyone or all of any other Unit in the Condominium. Declarant reserves the right as a Special Declarant Right to add additional property to the Development as such right is allowed as Special Declarant Right pursuant to the Act, in which case the Common Elements and Common Expenses shall be adjusted accordingly.

SECTION 5. 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 share of the Common Elements and a right to use the Common Element in conjunction with the other Owners. The Common Elements of the Condominium are all portions of the Condominium Property, other than the Units, and will include the common areas and facilities located substantially as shown on the Plat and Plans. Such common areas and facilities will include the following:

- (a) All of the Property.
- (b) All improvements and parts of the Property which are not a Unit or Limited Common Element.
- (c) Parking areas, driveways, walkways and other means of ingress and egress to the Condominium Property and all signage located thereon.
- (d) The pipes, wires, mechanical systems and installations or similar items providing service to the Building or to any Unit, such as electrical power, water, heating and air conditioning, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and all other apparatus and installations in connection therewith, whether located in the Common Elements or the Unit, except when situated entirely within a Unit for service only of that Unit.
- (e) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

- (f) All foundations, slabs, columns, railings, beams and supports of the Building and such component parts of exterior walls and walls separating Units, roofs, floors and ceilings as are not described herein as Limited Common Elements.
- (g) All tanks, pumps, motors, fans, compressors and control equipment, fire lighting equipment, elevator equipment, and garbage equipment which are not reserved for the use of certain Owners.
- (h) Lawn areas, landscaping, walkways, breezeways, sidewalks, curbs and steps forming part of the Condominium Property.
- (i) Exterior steps, ramps, handrails, stairs, hallways, elevators, and stairwells.
- (j) The unit entry ways and stoops affixed to each Unit (if any) even if used only by a certain Unit.
- (k) All area, outdoor and exterior lights not metered to individual Units.
- (l) Any Limited Common Elements (as defined in this Declaration).
- (m) All other parts of the Condominium Property existing for the common use or necessity of the existence, maintenance and safety of the Condominium.
- (n) Elevator lobby area, electrical and communication rooms, sprinkler riser room and, clubhouse.
- (o) All other items listed as such in the Act.

SECTION 6. Limited Common Elements. The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows: (a) balconies and entry ways providing access to the Unit; (b) the area above the upper surface of the ceiling of the Unit and the area within the interior and exterior walls of the Unit which contain plumbing lines, electrical and heating and air conditioning duct and similar mechanical or electrical systems shall also be deemed Limited Common Elements if such items service solely a specific Unit; and (c) any other Common Elements that service or solely benefit a Unit. The maintenance, repair and upkeep of systems and services and equipment within said area shall be the responsibility of the Association unless due to damage caused by the Unit Owner to which the Limited Common Element is appurtenant. Notwithstanding the above, equipment installed within the Limited Common Elements by Unit Owners shall remain the responsibility of said Owners for maintenance, repair and/or replacement.

ARTICLE IX **COMMON ELEMENTS AND COMMON INTEREST**

SECTION 1. Each Unit has an undivided interest in the Common Elements as set forth in **Exhibit C** hereto annexed, and as expressed in this Declaration. The percentage of undivided interest of each Unit Owner in the Common Elements is determined by dividing the square footage of the Unit by the total square footage of all Units (20,432 square feet). For purposes of percentage of ownership in the Common Elements, percentage of Common Expenses and percentage of Common Surplus, the percentages as set out on **Exhibit C** shall govern. No Unit Owner shall have the right to bring any action for partition or division of the Common Elements. 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.

SECTION 2. 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.

SECTION 3.

(a) 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 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.

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

SECTION 4. The Declarant shall have the irrevocable right, to be exercised by the Association or its 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 provisions of any mortgage covering another Unit.

SECTION 5. The Board of Directors shall, if any question arises, determine the purpose for which a Common Element is intended to be used. They shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners, their agents, guests, invitees and employees. The Association shall also have the right to fix the rules regarding parking including the requirement that vehicles parked on the Property bear a permit and location of parking for each Unit.

SECTION 6.

(a) The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements and Limited 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, 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 Unit and Limited Common Elements (as defined herein) are the responsibility of the Unit Owners.

(c) The Association may enter into a contract with any firm, person, or corporation, or may join with other entities in contracting for the maintenance and repair of the Property and Common Elements and other type properties, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association; provided, however, that any such contract 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.

SECTION 7.

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

(b) Expenses incurred or to be incurred for the maintenance, repair, replacement, management, operation and use of the Common Elements shall be collected from the 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 twelve (12%) percent per annum or such greater percentage as may then be permitted under the laws of the State of Alabama, from and after the date said Common Expenses become due and payable, shall constitute a lien on the interest of the Unit Owner in the Property.

SECTION 8.

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

(b) If, in the sole opinion of the Association, as evidenced by a vote of a majority of the Board of Directors, an alteration or improvement is general in character, the costs therefore shall be assessed as Common Expenses.

(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 shall be assessed against such Owner or Owners in such proportion as the Association shall determine is fair and equitable. Nothing herein shall prevent the Unit Owners affected by such alteration or improvements from agreeing in writing, either before or after the Assessment is made, to be assessed in different proportions.

(d) Except for repairs and maintenance of the existing improvements, after the completion of the improvements in accordance with the Plans, there shall be no alteration or further improvement of the Common Elements without the prior approval of more than fifty (50%) percent of the Members. Any such alteration or improvement shall be financed and constructed in accordance with the provisions of the Bylaws.

SECTION 9. The Association shall determine the exterior color scheme of the Building, the Common Elements and Limited Common Elements. No Unit Owner shall do any work which would affect or alter any of the Common Elements or impair any easement or hereditament therein. No Unit Owner shall remodel the exterior, change the appearance of the exterior or paint the exterior a different color than originally painted without the prior approval of the Association or a Committee appointed hereby.

SECTION 10. While the Property remains subject to this Declaration and the Condominium Act, no liens of any nature shall arise or be created against the Common Elements, except with the unanimous consent in writing of all the Unit Owners and the holders of first liens thereon, except such liens as may arise or be created against the several Units and their respective Common Interests under the provisions of the Condominium Act. Every agreement for the performance of labor or the furnishing of materials to the Common Elements, limited or otherwise, whether oral or in writing, must provide that it is subject to the provisions of this Declaration and the Condominium Act and the right to file a mechanic's lien by reason of labor performed or materials furnished is waived.

SECTION 11. 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 12. Every Unit Owner, his 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 or the Common Elements. Failure to comply with any of the same shall be grounds for an action to recover sums due for damage or injunctive relief or any or all of them. Such action may be maintained by the Association on its own behalf or on behalf of the Unit Owners aggrieved. In any case of flagrant or repeated violation, a violator may be required by the Association to give sufficient surety or sureties

for future compliance with the Declaration, Bylaws, rules, regulations, resolutions, and decisions adopted by the Association. Nothing herein contained shall prevent, in proper case, an independent action by an aggrieved Unit Owner for such relief.

SECTION 13.

(a) The Board of Directors of the Association shall have the right and power to grant easements upon, across, over and under all or any portion of the Common Elements for ingress, egress, installation, replacing, repairing or maintaining all utilities, including, but not limited to, water, gas, electricity, telephone, sewer and/or television.

(b) There shall exist in favor of any manager employed in connection with the operation of the Condominium and in favor of all policemen, firemen, ambulance personnel and all similar emergency personnel an easement to enter upon the Property or any portion thereof in case of an emergency in the proper performance of their respective duties.

(c) Postal employees and other bona fide delivery personnel shall have an easement across the Common Elements for access to the Units in the performance of their duties.

(d) The Declarant hereby expressly reserves for itself, its successors and assigns, an easement to facilitate sales pursuant to the provisions of the Condominium Act. The Declarant specifically reserves for such purposes the right to utilize any Units (owned or leased by it) and/or Common Elements for sales offices, model units and administrative offices. The Declarant reserves the right to relocate the same within the Property from time to time. The furnishings thereof may also be moved and relocated at the Declarant's discretion. The Declarant hereby reserves to itself, its successors and assigns, an easement for access to and use of the Common Elements of the Condominium and to post signs which advertise the availability of Condominium Units for sale or lease.

(e) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(f) The Declarant reserves, in favor of the Declarant, the managing agent and/or any other person authorized by the Board of Directors, the right of access after reasonable notice to any Unit as provided in the Condominium Act and the Bylaws. In case of emergency, such entry shall be immediate whether the Unit Owner consents or is present at such time.

(g) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

(h) Each Unit Owner holds an unrestricted right of ingress and egress to his Unit.

(i) Declarant reserves to itself, its successors and assigns, the right to perform repairs, construction, renovations, restorations and replacements upon the Common Elements without the prior approval of the Association.

(j) Declarant reserves to itself, its successors and assigns, an easement for the movement and storage of building materials across and upon the Common Elements.

(k) If any of the Common Elements or Units encroached upon any Unit or the Common Elements, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist whether such encroachment shall be by reason of any deviation from the plans in the construction, repair, renovation, restoration or replacement of any improvement or by virtue of the settling or shifting of any land or improvement thereon. In the event any portion of the Condominium is partially or totally destroyed and later rebuilt, minor encroachments on any parts of the Common Elements or Units due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist; provided, however, that such easement shall

not relieve a Unit Owner of liability in cases of willful and intentional misconduct or negligence by him, his agents or employees.

(l) Easements are reserved through each of the Units for the benefit of any adjoining Units as may be required for structural repair and for electrical lines and conduits, heating, air conditioning and ventilating ducts, water liens, drain pipes, and other appurtenances to utility or service systems in order to adequately serve each of the Units. These easements are restricted to the maintenance and repair of such utility and service systems. An easement is specifically reserved to the Declarant (or by assignment from the Declarant, the Association) to maintain, repair and replace any submetering utility device described in this Master Deed.

ARTICLE X **MAINTENANCE AND REPAIR**

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

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

- A. All lawn areas and landscaping.
- B. Improvements on all Common Elements, including the foyer and hallways, exterior doors and surfaces, roofs, soffits, drives, walkways, railings, lighting and parking areas;
- C. All incidental damage caused by work done at the direction of the Association;
- D. In the performance of any labor or in the furnishing of any material to a Unit under the direction of the Association, no lien shall be established or give rise to the basis for filing a mechanic's lien against the Unit Owner except such work performed for emergency repair. Nothing herein contained shall prevent such mechanic's lien being filed against a Unit Owner who expressly consents and requests in writing that the work be done.
- E. The Association may enter into a contract with any firm, person, or corporation, in contracting for the maintenance and repair of the Common Elements, and may delegate to such agent all or any portions of the powers and duties of the Association, except as required herein by the Condominium Act to have the approval of Members of the Association; provided, however, that any such contract with Declarant or an affiliate or Declarant shall be for a term not to exceed one (1) year, and shall provide that it may be terminated by either party, without cause or payment of any fee, on not more than ninety (90) days prior written notice.

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

- A. To maintain, repair or replace, at his own expense, if necessary, the following:
 - (1) The fixtures and equipment in his Unit, including the refrigerator, stove, fans, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, and plumbing within the Unit; electric panels, wiring, outlets, and electric fixtures within the Unit; interior doors, windows, screening and glass, and all wall and, floor coverings within a Unit.
 - (2) The plumbing, heating, ventilation, air conditioning, and electrical systems serving only that Unit, whether located within or without the boundary of that Unit, including the hot water heaters, breaker boxes, wiring, and all other

plumbing, electrical, gas or mechanical systems. In the event any such system or a portion thereof is within another Unit, or requires access to another Unit, the repair, maintenance, or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an Assessment against the Unit Owner responsible therefore.

B. To paint, wall paper, decorate and maintain the interior surface of all walls, ceilings and floors of each Unit.

C. To perform all responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners.

D. To refrain from repairing, altering, replacing, painting, decorating or changing the exterior of the Unit or any exterior appendages, including the balconies, breezeways, and railing, whether exclusively used by the Unit Owner or otherwise without obtaining the prior approval of the Association.

E. To promptly report to the Association, or their agent, all work that he intends to perform for repair of any kind, the responsibility for the remedying of which lies with the Association. Any consent by the Association to the performance of such work by the Unit Owner shall not constitute an assumption by the Association to pay therefore. Also, the failure of the Association to take action on the notice shall not be deemed a waiver by it of its rights and shall also not constitute the consent by the Association of any assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Association may set forth the terms of such consent and the Unit Owner shall be required to abide thereby.

SECTION 4. Each Unit Owner agrees as follows:

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

B. To pay for electricity, CATV, telephone, internet, security system (if activated) and other utilities used within the Unit, including connection fees (if applicable) and all taxes levied against his Unit; provided however, that water and sewer, unless separately metered, shall be paid by the Association as a Common Expense and as set forth in the budget.

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

D. To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing, or replacing Common Elements; or to determine, in case of emergency, the circumstances threatening the Unit or the Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents; and in connection therewith submits his/her/its Unit to the master key system maintained by the management agent engaged by the Association to manage, operate and maintain the Condominium Property

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

SECTION 5.

(a) If required by Declarant, each Unit Owner shall pay all utilities and service charges related to occupancy of his Unit. All utilities made available to the Unit may be submetered. An individual submeter, or similar device, will measure the Unit Owner's utility usage, and the Unit Owner will be billed separately for such usage. The amount of the bill is subject to applicable government rules, regulations and guidelines and the rules or actions of the utility furnishing the

service. Any disputes relating to the computation of the Unit Owner's bill and the accuracy of the metering device will be between the Unit Owner and the provider of such metering services. The Declarant retains the right to retain at its discretion a provider of such submetering services. The costs associated with such submetering provider shall be part of the costs of submetering payable by the Unit Owner. Such utility costs shall be an addition to any other utility costs upon Unit Owner for utilities provided pursuant to the terms provided to the Property pursuant to the terms of this Master Deed. Unit Owner shall also be subject to all other costs and charges imposed in connection with such submetering of utilities, including but not limited to any late payment charges or fees imposed by the utility provider or submetering provider. In the event the Declarant incurs charges as a result of Unit Owner's failure to comply with local utility provider rules and regulations, then Unit Owner shall pay to Declarant all costs and liabilities incurred by Declarant as a result of Unit Owner's noncompliance.

(b) All utilities made available to the Units which are not submetered shall be served by a Master Meter for the Condominium. The Declarant or the Association shall allocate prorata based upon square footage of each Unit the costs and expenses related to such utilities. The Declarant or the Association shall have the right to prepare a budget for the anticipated costs of such utilities and make assessments under the terms of this Master Deed. Payment of such costs shall be assessed to the Unit owners as provided in this Master Deed.

SECTION 6. Nothing in this Article shall be construed so as to impose a personal liability upon any of the members of the Board of Directors of the Association for the maintenance, repair or replacement of any Unit or Common Element or give rise to a cause of action against them. The Board of Directors, as such, shall not be liable for damages of any kind except for willful misconduct or bad faith.

ARTICLE XI

UNITS: HOW CONSTITUTED AND DESCRIBED

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

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

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 Plat of Condominium are recorded.

A distinctive Unit identified by letter, number, or other means, which unit identification has been reflected on **Exhibit B** attached to the Declaration.

A statement of the proportionate undivided interest in the Common Elements assigned to such Unit or the method for determining such interests.

It shall recite that the conveyance is made together with the benefits, rights and privileges and is subject to the duties, obligations and burdens all as stated in the Declaration and 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 or the Common Elements.

SECTION 3. Every conveyance or lien using the Unit Designation assigned to it, as shown on **Exhibit B** hereto attached, shall be deemed to include its initial proportionate undivided interest in the Common Elements and shall include, without requiring specific reference thereto or enumerating them, all the appurtenance's 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 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 XII
ASSOCIATION

SECTION 1. The Declarant does hereby declare that the affairs of the Condominium shall be governed and controlled under the Charter and Bylaws, attached hereto as **Exhibit D** of the Association, which will be a corporation known as Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc., of which all Unit Owners shall be members, and which shall operate and manage the 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.

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 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 license or lease any concessions and installation of vending machines. It may in its discretion and on behalf of the Condominium, lease additional land for parking facilities. It shall maintain the Common Elements as herein specified paying for services and supervising repairs and alterations. It shall pass upon recommendations of all committees and adopt rules and regulations as in its judgment may be necessary for the management, control and orderly use of the; Common Elements, and in general, it shall manage the Condominium 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, the contract may contain the following statement: "The Association, by and through its Officers, Directors, its managing agent, manager or other designee, as the case may be, in executing this instrument, is acting only as agent for the Unit Owners, and shall have no personal liability on any contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability as the Common Interest of each Unit Owner bears to the aggregate Common Interest of all Unit Owners." The Board of Directors, or Officers of the Association, shall have no liability to the Unit Owners for error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Board of Directors whether its members shall be bonded for this purpose, unless otherwise directed by the Unit Owners.

SECTION 4. True copies of the Plans, 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 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 XIII, 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 is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

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

SECTION 8. An organizational meeting of the 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 (75%) of the units to unit owners other than a declarant; (ii) two years after all declarants have 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. 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 XIII **CHARGES, ASSESSMENTS AND PROFITS**

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

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

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

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

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

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

SECTION 8. All liens against the Common Elements of any nature including taxes and special assessments levied by governmental authority maybe 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 $\frac{2}{3}$ %) percent of the Units.

SECTION 10. The Assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Unit Owner(s), 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 the person as a Unit Owner.

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

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

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

SECTION 14. The Association may establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services in connection with the Property. The amount of such working capital fund shall equal not less than two (2) months of estimated common charges for each Unit. Each Unit's share of such working capital fund shall be collected as the time of the sale of a Unit. Amounts contained in the working capital fund shall not be considered advance payments of regular assessments permitted by the terms of this Master Deed. The working capital fund shall not be used by the Declarant to defray any of its expenses, reserve contributions or construction costs. The Declarant may reimburse itself for funds it contributed to the working capital fund for an unsold Unit upon the earlier of (a) at the time such Unit is sold or (b) when control of the Property is transferred to the Association.

ARTICLE XIV **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 and Regulations (as set forth below in Section 3) and resolutions and decisions adopted by the Association pursuant thereto.

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

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

(b) **RESIDENTIAL USE:** All Units, shall be restricted exclusively to residential use, and no such Unit, any Common Element, or any portion thereof, shall at any time be used for any commercial, business or professional purpose, without the express written consent of the Declarant or the Board. Residential Units may not be leased to any persons, other than immediate family members of the Owner or an individual who is an owner, member, shareholder, partner or beneficiary of a legal entity which is the Owner, without the express written consent of the Association.

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

(d) **NUISANCES:** No trash, waste, rubbish or debris of any kind shall be dumped, placed, or permitted to accumulate upon any portion of the Property so as to render the same unsanitary, unsightly or offensive. No nuisance shall be permitted to exist upon any portion of the Property.

(e) **PARKING:** Only passenger automobiles and trucks having a load-bearing capacity of no more than three-quarters (¾) of a ton, and being in operating condition with their current and effective license tags affixed thereto, shall be parked upon the Common Elements, and non-automobiles, specifically including, but not limited to, boats, trailers, horse trailers, tractors, motor homes, campers and other recreational vehicles, shall not be stored or parked upon the Common Elements. Vehicles permitted to be parked on the Property shall be parked only upon such areas of the Property as the Association shall designate but in no event shall there be parking on the grass. It shall be permissible to park permitted vehicles on those areas of Common Elements striped-off for parking and reserved for Unit Owners and visitors, said areas as shown on the plat attached hereto as **Exhibit B**. The Declarant reserves the right, in its sole and absolute discretion, to sell or lease those portions of the parking areas that are not reserved for Unit Owners and visitors.

(f) **PETS:** No more than one dog or cat may be kept in a Unit, unless the Owner or Occupant receives written authorization from the Association to keep additional pets. No pet may be kept on Property, if it shall create an unreasonable amount of noise, or create a nuisance or danger to any residents or guests as determined by the Association. No pet shall be permitted to leave its droppings on any portion of the Common Elements, and the Owner of such pet shall promptly remove the same. Any Owner who has a pet on any portion of the Property shall indemnify and hold the Association and each of its members, their tenants, guests and employees free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property.

(g) **SIGNS:** No signs or advertising devices of any kind shall be maintained or permitted on any portion of the Unit, Limited Common Element or Common Element, except one "For Sale" sign and/or one "For Rent" in the window of the Unit which is no larger than 20 inches by 24 inches in size. The Association may grant express written approval of other types of signs upon

such conditions as may from time to time be determined in the sole discretion of the Board of Directors.

(h) STORAGE: No portion of any Unit, including patios and balconies, or of any Common Element, including hallways and stairwells, shall be used for storage of any kind, except that the Association may designate areas for bicycle storage. Furthermore, nothing shall be done or kept within the boundaries of any Unit or on any Common Element which will increase the rate of insurance for the Property. No Unit Owner shall permit the storage of unusual or unnecessary amounts of flammable liquids, explosives, corrosives, poisons or other lethal chemicals, or any substance within the boundaries of his Unit or upon any Common Elements, which would result in the cancellation of insurance on any Unit or any part of the Common Elements or which would be in violation of any law.

(i) 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 Property at any time, whether temporary or permanently, 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 Property or any portion thereof, or in connection with the initial sales of Units within the Condominium.

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

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

(l) IMPROVEMENTS: No structure or other improvement shall be constructed on 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.

(m) BALCONIES: All balconies shall be kept neat and clean and free from garbage or other debris. Gas grills and outdoor furniture such as chairs, tables, and other patio furniture may be kept on the balcony; provided same are tasteful and maintained in good repair and condition; and provided further that maintenance thereof does not violate public safety guidelines. Charcoal grills are prohibited. No additional lighting may be placed on any balcony, whether temporary or permanent; string and rope lights are strictly prohibited on any portion of the balcony and exterior doors/windows leading thereto. The Board of Directors or the management agent engaged by the Association reserves the right to remove items from the patios and balconies, which are not permitted to be kept thereon, without prior notice to the Unit Owner.

(n) WINDOW TREATMENTS: In order to give a generally uniform appearance to the condominium, Declarant may install horizontal or vertical blinds on all exterior windows. No Unit Owner may remove said blinds, alter the appearance thereof or install any window treatment this is visible from the exterior.

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

SECTION 3. RULES AND REGULATIONS: The Board of Directors may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof by presenting the Board with a written opposition and upon resolution concerning the same. Copies of such rules and regulations, or any amendments, additions or modifications, shall be delivered to each

Owner 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 4. 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, casualty loss to the Unit or to the Condominium or on the termination of the Condominium; provided however that no resale of a Unit may be made within twelve (12) months of the date of purchase without the express written consent of the Association during which time Declarant shall have a first right of refusal to purchase such Unit.

ARTICLE XIV **DEFAULT OF MORTGAGES OR OTHER LIENS ON UNITS**

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

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

ARTICLE XV **COMPLIANCE AND DEFAULT**

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

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

SECTION 2. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by act, neglect or carelessness, to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit. 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.

SECTION 4. The failure of the Association, the Declarant or of a Unit Owner to enforce any rights, provisions, covenant or condition which may be granted by the Condominium Documents and the rules, regulations, resolutions and decisions adopted by the 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

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such party by the Declaration, Condominium Documents, Bylaws and the Rules, regulations, resolutions and decisions adopted by the Association pursuant thereto, or at law or in equity.

ARTICLE XVI 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 ⅔ %) percent of the Units.

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

ARTICLE XVII INSURANCE

SECTION 1. The Association shall obtain and maintain, to the extent available, insurance on only the Common Element improvements, together with machinery and equipment and all other personal property as may be held and administered by the Association for the benefit of the Unit Owners covering the 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 mortgagee endorsements shall be issued to the owner of each Unit and the original thereof shall be delivered to the mortgagee, if there be one, or retained by the Unit Owner if there is no mortgagee. The certificate of insurance shall show the relative amount of insurance covering the Unit's interest in the Common Elements and Limited Common Elements (if any) 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 coinsurance 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 personal liability and casualty insurance on his Unit and Limited Common Elements, at his own expense and such insurance shall contain the same waiver of subrogation as that referred to in the preceding Section 2 of this Article. The Unit Owner is also responsible for obtaining insurance at his own expense affording coverage upon his personal property therein and personal property stored elsewhere on the Property. A Unit Owner shall be liable for any claim, damage or judgment entered with respect to his own Unit or that of another Unit Owner, which results from such Unit Owners own conduct, use or operation of his 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 the percentages of ownership 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 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 mortgagee jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

ARTICLE XVIII
RECONSTRUCTION OR REPAIR

Except as hereinafter provided, damage to or destruction of a Unit shall be promptly repaired and reconstructed by the Unit Owner, using the proceeds of insurance, if any, on the Unit for that purpose and any deficiency shall be paid for by the Unit Owner; provided, however, that if seventy-five (75%) percent or more of a Building is destroyed or substantially damaged and the Unit Owners who in the aggregate represent eighty percent (80%) or more of the Units' interest do not duly and promptly resolve to proceed with repair or restoration, then the net proceeds shall be considered as one fund and shall be divided among all the Unit Owners in proportion to their respective Common Interest. No payment shall be made to a Unit Owner until there has first been paid off out of his share of such sale and insurance proceeds all liens on his Unit.

- (a) Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications or according to plans and specifications approved by the Association.
- (b) Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Association desires. If insurance proceeds are not sufficient to cover such estimated costs, then an Assessment shall be made against Unit Owners, except that each Unit Owner shall be responsible for the cost, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement costs which are necessitated by his negligence or misuse or the negligence or misuse by his agents, guests or employees.
- (c) The proceeds of insurance collected by the Association on account of casualty, and the sums received by the Association from collections of Assessments against Unit Owners on account of such casualty, shall constitute a construction fund and all insurance proceeds shall be applied to the payment of the actual Common Elements and Limited Common Elements costs.
- (d) Each Unit Owner shall be responsible for the costs of reconstruction, repair, or replacement of his Unit.
- (e) If the proceeds of insurance are not sufficient to defray completely the estimated costs of reconstruction and repair of the Common Elements and/or the Limited Common Elements by the Association, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs in proportion to the Unit Owner's share in the Common Elements.
- (f) In the event of any taking of any Unit in the Condominium Property by eminent domain, the Unit Owner and the mortgagee of such Unit shall be entitled to receive the award for such taking, and after acceptance thereof, he and the mortgagee shall be divested of all interest in the Condominium Property if such Unit Owner shall vacate his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium Property is required as a result of such taking, a majority of Unit Owners in percentage of Ownership of the remaining Unit Owners, shall determine by vote or written consent whether to rebuild or repair the Condominium Property or take such other action as such remaining Unit Owners deem appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of the Condominium Property shall be re-surveyed and the Condominium Documents thereto shall be amended to reflect such taking and to proportionately readjust the percentages of Ownership of the remaining Unit Owners based upon a continuing total Ownership of the Condominium Property of one hundred (100%) percent.

- (g) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owners upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.
- (h) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the casualty damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve of may be used in the maintenance and operation of the Condominium Property, or, in the discretion of the Association, it may be distributed to the Owners and their mortgagees who are the beneficial owners of the fund. The action of the Association in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against a Unit Owner for committing willful or malicious damage.

ARTICLE XIX TERMINATION

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

SECTION 2. Subject to the provisions of XIX of this Declaration, the Condominium may be terminated in accordance with the 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 share of such net proceeds, all liens on his 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 XX **COVENANTS WITH THE LAND**

All provisions of the Condominium Documents, as now existing, or hereafter duly amended, shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof of interest therein, and his heirs, executors,

administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents and the rules, regulations, resolutions and decisions adopted by the Association pursuant thereto.

ARTICLE XXI **LIENS AND SUITS**

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

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

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

ARTICLE XXII **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 XXIII **GENDER, SINGULAR, PLURAL**

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

ARTICLE XXIV **SEVERABILITY**

If any provision of this Declaration, the Articles, 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 XXV **GOVERNING LAW**

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

ARTICLE XXVI **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.

ARTICLE XXVII
DECLARANT'S RESERVED RIGHTS

SECTION 1. Declarant shall own in fee simple each Unit not sold to a purchaser or otherwise transferred. Declarant, its successors and assigns, retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant, its successors or assigns.

SECTION 2. Notwithstanding any other provisions herein, so long as the Declarant continues to own any of the Units, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Declarant from any obligation as a Unit Owner to pay assessments as to each Unit owned by the Declarant after the construction of said Unit has been completed.

- a. The Declarant shall have the right at any time to sell, transfer, lease, or re-let any Unit which the Declarant continues to own after this Master Deed has been recorded, without regard to any restriction relating to the sale, transfer, lease or form of lease of Units contained herein and without the consent or approval of the Association or any other Unit Owner being required. Provided, however, the Declarant shall not be allowed to rent any Units for a period of less than thirty (30) days.
- b. Without limiting the foregoing, the Declarant shall have the power, but not the obligation, acting alone, at any time (and from time to time) so long as the Declarant owns at least one Unit, to amend the Master Deed to cause the same to conform to the requirements of a Mortgagee, or of the Federal Home National Mortgage Association and/or the Federal Loan Mortgage Corporation, as set forth, respectively, in "FNMA Conventional Home Mortgages," as the same may be amended from time to time, provided, however, that Declarant shall not modify the rights of existing Mortgagees without their written approval.
- c. The Declarant shall have the rights: (i) to use or grant the use of a portion of the Common Elements for the purpose of aiding in the sale of Units; (ii) to use portions of the Property for parking for prospective purchasers of Units and such other parties as the Declarant determines; (iii) to erect and display signs, billboards, and placards and store and keep the same on the Property; (iv) to distribute audio and visual promotional material upon the Common Elements; (v) to use any Unit that it owns as a sales office, management office, or maintenance facility; and (vi) to gain access to a sold Unit, at a time convenient to the Unit Owner, for the purpose of minor construction changes, such as tapping into the cold water supply in the mechanical room, routing to the Unit above or below, provided, however, that the affected Unit shall not be adversely affected in any way.
- d. In order to provide the Condominium with, among other things, adequate and uniform water service, telephone service, sewage disposal service, utility services, and television reception, the Declarant reserves the exclusive right to contract for the provision of such services and to grant easements and licenses for provision of such services. The Declarant, as agent for the Association and the Unit Owners, may enter into or may enter into arrangements, binding upon the Association and the Unit Owners, with governmental authorities or private entities for furnishing such services. The charges therefor will be Common Expenses.
- e. The Declarant reserves the right to enter into, on behalf of and as agent for the Association and the Unit Owners, agreements with other persons for the benefit of the Property, the Association and the Unit Owners. The provisions of any such Agreement shall bind the Association and the Unit Owners.

SECTION 3. THE DECLARANT SPECIFICALLY DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY(IES) OR REPRESENTATION(S) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY

OR FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE) OR THE DOCUMENTS ESTABLISHING OR GOVERNING THE CONDOMINIUM, EXCEPT THOSE WARRANTIES AND REPRESENTATIONS (IF ANY) EXPLICITLY SET FORTH HEREIN. NO PERSON SHALL BE ENTITLED TO RELY UPON ANY WARRANTY OR REPRESENTATION NOT EXPLICITLY SET FORTH HEREIN. STATEMENTS (IF ANY) AS TO COMMON EXPENSES, TAXES, ASSESSMENTS, OR OTHER CHARGES MADE BY THE DECLARANT OR ANY REPRESENTATIVE THEREOF ARE ESTIMATES ONLY AND NO WARRANTY, GUARANTEE, OR REPRESENTATION IS MADE THAT THE ACTUAL AMOUNT OF SUCH COMMON EXPENSES, ASSESSMENTS, OR OTHER CHARGES WILL CONFORM WITH SUCH ESTIMATES. THE IMPROVEMENTS LOCATED IN THE CONDOMINIUM HAVE BEEN OR WILL BE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH THE REPRESENTATIONS MADE HEREIN. SUCH REPRESENTATIONS SPECIFY THE FULL EXTENT OF THE DECLARANT'S LIABILITY AND RESPONSIBILITY FOR THE MATERIALS AND METHODS UTILIZED IN THE CONSTRUCTION OF THE BUILDING AND THE OTHER IMPROVEMENTS LOCATED IN THE CONDOMINIUM.

THE DECLARANT SHALL NOT BE RESPONSIBLE FOR ANY CONDITION OR CONSEQUENCE CAUSED BY CONDENSATION ON OR EXPANSION OR CONTRACTION OF MATERIALS, INCLUDING PAINT (OVER INTERIOR OR EXTERIOR WALLS), FOR LOSS OR INJURY IN ANY WAY DUE TO THE ELEMENTS, THE WATER TIGHTNESS (OR ABSENCE THEREOF) OF WINDOWS AND DOORS, ANY PAINT OR FINISH FLAWS OR DAMAGE, THE COLLECTION OF WATER WITHIN A UNIT OR ON ANY PORTION OF THE PROPERTY, OR DEFECTS THAT ARE THE RESULT OF CHARACTERISTICS COMMON TO THE TYPE OF MATERIALS USED, OR FOR DAMAGE DUE TO ORDINARY WEAR AND TEAR OR ABUSIVE USE OR ANY OTHER CAUSE, EXCEPT AS THE DECLARANT AND A UNIT OWNER MAY SPECIFICALLY AGREE IN WRITING IN THE PUNCH LIST PREPARED BY THE DECLARANT AND UNIT OWNER PRIOR TO CLOSING.

ARTICLE XXVIII
COMPLIANCE WITH ACT

It is the intent of Declarant that the Condominium and this Declaration comply with all terms of the Act except where specifically stated herein. In the event this Declaration violates any provision of the Act, the Declarant hereby adopts the terms and provisions permitted by the terms of the Act and, in such instance, the terms of the Act are hereby incorporated and supersede any terms provided herein.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed for it and in its name as of August 1, 2008.

STADIUM VIEW CONDOMINIUMS, LLC, an
Alabama limited liability company, Declarant

By: [Signature]
Name: Steve Fuller
Title: Member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Steve Fuller, whose names as Members of **STADIUM VIEW CONDOMINIUMS, LLC**, an Alabama limited liability company, are signed to foregoing, and who are known to me, acknowledged before me on this day that, being, informed of the contents of this conveyance, each as all of the Members and with full authority, executed the same voluntarily on the day the same bears date as the act of said Company.

Given under my hand and seal of office, this the 11th day of August, 2008.

[Signature]
Notary Public

My Commission expires: July 11, 2012



EXHIBIT A

PROPERTY

A parcel of land lying in Section 30, Township 19 North, Range 26 East, Lee County, Alabama and being more particularly described as follows: Begin at a 3/4 inch open top pipe found at the intersection of the east right of way (R.O.W.) line of South Gay Street with the north R.O.W. line of Miller Avenue in Auburn, Alabama; thence North 00° 24' 46" East, along the east R.O.W. of said South Gay Street, 109.01 feet to a found capped pin (#7384); thence South 88° 44' 04" East, 204.22 feet to a found 3/4 inch open top pipe; thence South 01° 35' 29" West, 109.00 feet to a 3/4 inch open top pipe found on the north R.O.W. line of said Miller Avenue; thence North 88° 44' 00" West, along the north R.O.W. of said road, 201.98 feet to the point of beginning, containing 0.508 acre, more or less.

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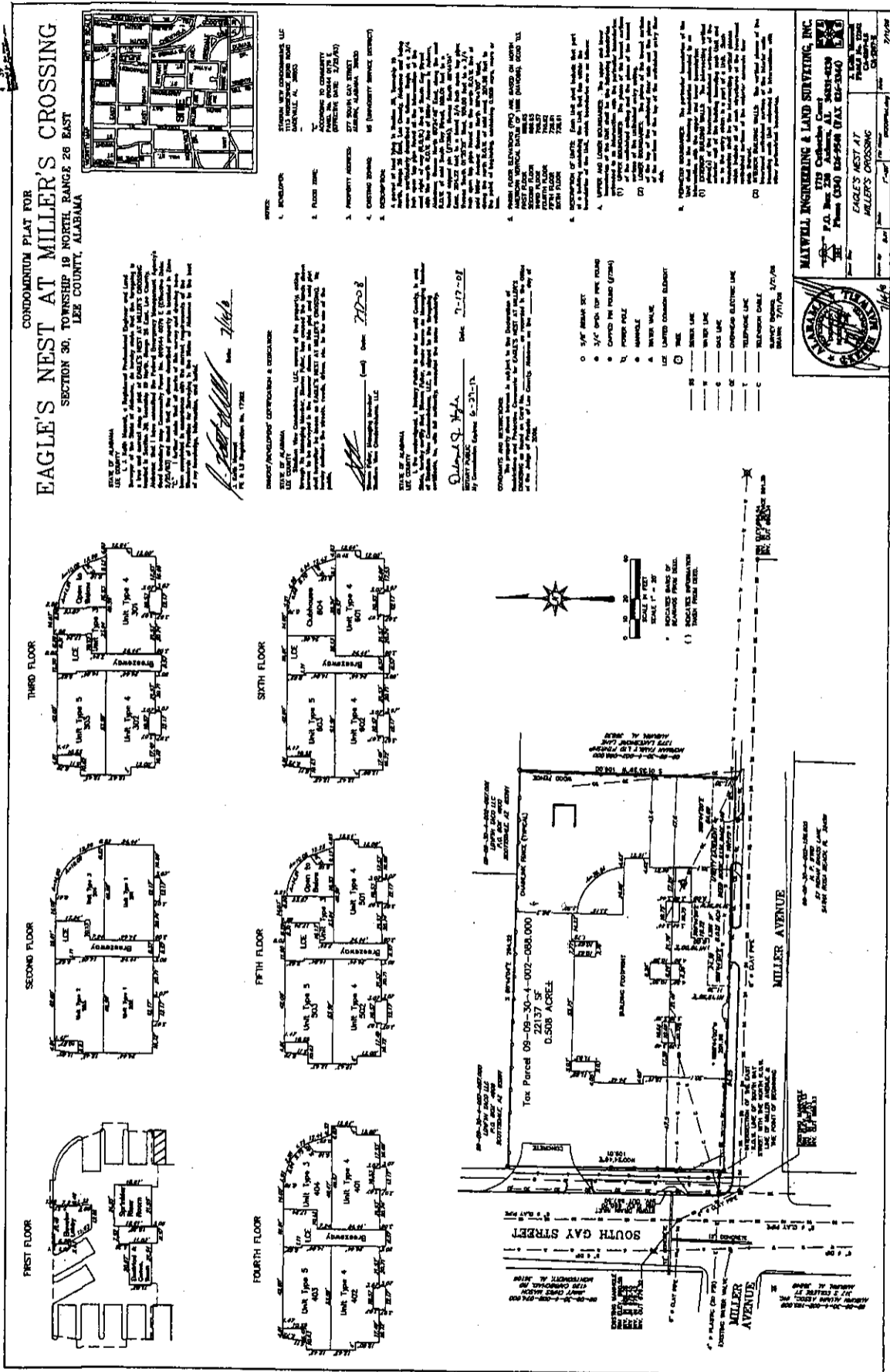


EXHIBIT C

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SHARE OF COMMON ELEMENTS

Unit 201	5.8%
Unit 202	5.8%
Unit 203	5.6%
Unit 204	5.9%
Unit 301	6.0%
Unit 302	6.0%
Unit 303	5.8%
Unit 401	6.0%
Unit 402	6.0%
Unit 403	5.8%
Unit 404	5.9%
Unit 501	6.0%
Unit 502	6.0%
Unit 503	5.8%
Unit 601	6.0%
Unit 602	6.0%
Unit 603	5.8%

EXHIBIT D

CHARTER AND BYLAWS OF ASSOCIATION

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STATE OF ALABAMA

DOMESTIC NON-PROFIT CORPORATION ARTICLES OF INCORPORATION GUIDELINES

INSTRUCTIONS:

STEP 1: THIS FORM IS A GUIDELINE FOR COMPLETING YOUR ARTICLES OF INCORPORATION. TO INCORPORATE, FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF INCORPORATION IN THE COUNTY WHERE THE CORPORATION'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$20. PLEASE CONTACT JUDGE OF PROBATE TO VERIFY FILING FEES.

STEP 2: NON-PROFIT CORPORATIONS MUST HAVE AT LEAST THREE DIRECTORS.

PURSUANT TO THE PROVISIONS OF THE ALABAMA NON-PROFIT CORPORATION ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF INCORPORATION.

- Article I** The name of the corporation:
Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc.
- Article II** The duration of the corporation is perpetual, unless otherwise stated.
- Article III** The corporation has been organized for the following purpose(s):
a condominium owners association
- Article IV** 10-3A-26. A corporation may have one or more classes of members or may have no members. If the corporation has one or more members, the designation of such class or classes, the manner of election or appointment and the qualification and rights of the members of each class shall be set forth in the articles of incorporation or the bylaws. If the corporation has no members, that fact shall be set forth in the articles of incorporation.
- Article V** The street address (NO PO BOX) of the registered office
1113 Horseshoe Bend Road, Dadeville, Alabama 36853 and the name of
registered agent at that office Steve Fuller
- Article VI** The names and addresses of the Directors:
David O. Robinette, 12110 Hewitt Lane, Knoxville, Tennessee 37932
Steve Fuller, 1113 Horseshoe Bend Road, Dadeville, Alabama 36853
David Brooks, P.O. Box 32995, Knoxville, Tennessee 37930
- Article VII** The name(s) and address(es) of the Incorporator(s): R. Culver Schmid, c/o Long,
Ragsdale & Waters, P.C., 1111 Northshore Dr., Suite S-700, Knoxville, TN 37919

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the corporation, including any provision for distribution of assets on dissolution or final liquidation, may be added.

IN WITNESS THEREOF, the undersigned Incorporator executed these Articles of Incorporation on this the _____ day of May, 2007.

THIS DOCUMENT PREPARED BY: R. Culver Schmid
Type or Print Name of Incorporator

Signature of Incorporator

NP-1 Rev. 4/2000

Robinette/Eagle's Nest/Alabama Domestic Non-Profit Corp. Art. of Inc. Guidelines

**EAGLE'S NEST AT MILLER'S CROSSING
CONDOMINIUM OWNERS ASSOCIATION, INC.**

NAME AND LOCATION. The name of the corporation is **EAGLE'S NEST AT MILLER'S CROSSING CONDOMINIUM OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 1113 Horseshoe Bend Road, Dadeville, Alabama 36853, but meetings of members and directors may be held at such places within or outside the State of Alabama, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc. and its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration and such additions (if any) thereto as may hereafter be added to Eagle's Nest at Miller's Crossing Condominiums.

Section 3. "Unit" shall have the meaning given it in the Declaration.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 5. "Developer" shall mean and refer to Stadium View Condominiums, LLC, an Alabama limited liability company, and its successors and assigns.

Section 6. "Declaration" shall mean and refer to the Declaration applicable to the Properties recorded, or to be recorded, in the Office of the Judge of Probate of Lee County, Alabama.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Master Deed.

Section 8. "Terms" Other terms used herein but not defined shall have the meanings given them in the Master Deed.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of Members who are entitled to vote one-fifth (1/5) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each Member entitled to

vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a board not less than three (3) nor more than five (5) directors.

Section 2. Term of Office. At the first annual meeting the Members shall elect one director for a term of one (1) year, one director for a term of two years, and one director for a term of three years; and at each annual meeting thereafter the Members shall elect directors for terms of three years, in sufficient numbers to fill the vacancies caused by expiration of directors' terms.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association holding the right to vote as described in the Declaration. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members only, except that non-Members may be nominated to the extent that the number of Members who shall have accepted nomination shall be insufficient to fill all the vacant seats on the Board of Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as

they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Developer Control. Notwithstanding anything to the contrary contained herein, the Developer shall select the Board of Directors, as described in the Declaration.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any four directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fifth (1/5) of the Members who are entitled to vote;

(b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period; and

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained.

(h) Cause the exterior of the dwellings to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The vice-president shall act in the place and stead of the president in the event of his absence or inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter, and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of

any such action shall be added to the amount of such assessment. No Owner, except the Developer, may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association may have a seal in circular form.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Eagle's Nest at Miller's Crossing Condominium Owners Association, Inc. have hereunto set our hands as of the _____ day of _____, 2008.

DIRECTORS:

Name: David O. Robinette

Name: Steve Fuller

Name: David Brooks

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CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Eagle's Nest at Miller's Crossing Condominium Owners Association, an Alabama nonprofit corporation, and,

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held as of the _____ day of _____, 2008.

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the _____ day of _____, 2008.

Secretary:

David Brooks

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