

Sources of Title:
Deed Book 2008 at Page 900
Deed Book 2008 at Page 2323

DECLARATION OF CONDOMINIUM
FOR
CRIMSON COMMONS CONDOMINIUM

A Condominium Pursuant to
the Alabama Uniform Condominium Act of 1991,
Title 35, Chapter 8A *Code of Alabama* (1975)

2009 11588
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DEED Book & Page
08-04-2009 05:44:46 PM
Source Of Title: DEED 2008 / 900
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

THIS DOCUMENT PREPARED BY:

Ashley M. Emerson
TANNER & GUIN, LLC
Counselors at Law
Capitol Park Center
2711 University Boulevard (35401-1465)
P. O. Box 3206
Tuscaloosa, Alabama 35403-3206
Telephone (205) 633-0200
Facsimile (205) 633-0290
www.tannerguin.com

**DECLARATION OF CONDOMINIUM
FOR
CRIMSON COMMONS CONDOMINIUM**

TABLE OF CONTENTS

	Page
ARTICLE 1: NAME.....	2009 11589 Recorded in the Above DEED Book & Page 08-04-2009 05:44:46 PM
ARTICLE 2: DEFINITIONS.....	1
2.1 "Act"	2
2.2 "Articles of Incorporation" or "Articles"	2
2.3 "Association"	2
2.4 "Board of Directors" or "Board"	2
2.5 "Bylaws"	2
2.6 "City"	2
2.7 "Common Element(s)"	2
2.8 "Common Expense(s)"	2
2.9 "Condominium" or "Condominium Property"	2
2.10 "Condominium Documents"	2
2.11 "Developer" or "Declarant"	2
2.12 "Development Period"	2
2.13 "Limited Common Element(s)"	3
2.14 "Majority"	3
2.15 "Mortgage"	3
2.16 "Mortgagee"	3
2.17 "Occupant"	3
2.18 "Owner" or "Unit Owner"	3
2.19 "Person"	3
2.20 "Plat"	3
2.21 "Rules and Regulations":	3
2.22 "Total Eligible Association Vote"	3
2.23 "Unit"	3
ARTICLE 3: LOCATION, PROPERTY DESCRIPTION, AND PLAT	4
3.1 Property	4
3.2 Description of Improvements and Identification of Units.	4
3.3 Amendment of Condominium Plat.	4
3.4 Amendment of Common Element Plan.	4
ARTICLE 4: UNITS AND BOUNDARIES	5
4.1 Upper and Lower Boundaries	5
4.2 Perimetrical Boundaries	5
4.3 Additional Information to Interpret Unit Boundaries.	5

ARTICLE 5:	COMMON ELEMENTS	2009.....11598
5.1	Designation.....	Recorded in the Above DEED..Book & Page...5 08-04-2009 05:44:46 PM
ARTICLE 6:	LIMITED COMMON ELEMENTS.....	7
6.1	Designation	7
6.2	Right to Relocate Equipment Serving a Unit.....	8
ARTICLE 7:	ASSOCIATION MANAGEMENT, MEMBERSHIP, AND ALLOCATIONS.....	8
7.1	Management.....	8
7.2	Membership.....	8
ARTICLE 8:	ASSESSMENTS.....	8
8.1	Purpose of Assessment.....	8
8.2	Creation of the Lien and Personal Obligation for Assessments.....	9
8.3	Delinquent Assessments.....	9
8.4	Computation of Operating Budget and Assessment.....	10
8.5	Special Assessments.....	11
8.6	Specific Assessments.....	11
8.7	Capital Reserve Budget and Contribution.....	11
8.8	Statement of Account.....	11
8.9	Capitalization of Association.....	11
8.10	Surplus Funds and Common Profits.....	12
8.11	Commencement of Assessments.....	12
ARTICLE 9:	ASSOCIATION RIGHTS AND RESTRICTIONS.....	12
9.1	Right of Entry.....	12
9.2	Right of Enforcement.....	12
9.3	Permits, Licenses, and Easements.....	14
9.4	Right of Maintenance.....	14
9.5	Property Rights.....	14
9.6	Casualty Loss.....	14
9.7	Governmental Entities.....	14
9.8	Common Elements.....	14
ARTICLE 10:	CASUALTY LOSS AND INSURANCE.....	15
10.1	Responsibility of Owners; Separate Insurance Coverage.....	15
10.2	Insurance to be Maintained by the Association.....	15
10.3	Governing Provisions.....	16
10.4	Premiums and Deductibles.....	17
10.5	Insurance Trustee.....	18
10.6	Periodic Reviews.....	18
10.7	Loss to Common Elements Only.....	18
10.8	Loss to Common Elements, Limited Common Elements, and/or	

	Units.....	19
10.9	Estimates of Repair; Plat and Specifications; Payment of Assessments.....	20
ARTICLE 11: RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....		21
11.1	Rules and Regulations of the Association.....	21
11.2	Restrictions on Use.....	21
11.3	Limitation of Liability.....	22
11.4	Abatement of Violations.....	22
11.5	Failure of the Association to Insist on Strict Performance; No Waiver.....	23
11.6	Use by Developer.....	23
ARTICLE 12: LEASING		23
12.1	Definition.....	23
12.2	Leasing Provisions.....	23
12.3	Applicability.....	25
ARTICLE 13: SALE OF UNITS.....		25
ARTICLE 14: MAINTENANCE RESPONSIBILITY		25
14.1	By the Owner.....	25
14.2	By the Association.....	27
14.3	Alterations, Additions, Improvements by the Association.....	28
14.4	Failure to Maintain.....	29
14.5	Maintenance Standards and Interpretation.....	29
14.6	Measures Related to Insurance Coverage.....	29
14.7	Mold or Mildew.....	30
ARTICLE 15: PARTY WALLS.....		30
15.1	General Rules of Law to Apply.....	30
15.2	Sharing of Repair and Maintenance.....	30
15.3	Damage and Destruction.....	30
15.4	Right to Contribution Runs with Land.....	30
ARTICLE 16: EMINENT DOMAIN		31
16.1	Taking of Common Elements.....	31
16.2	Taking of Entire Unit.....	31
16.3	Partial Taking of Unit.....	31
ARTICLE 17: DEVELOPER RIGHTS.....		31
17.1	Right to Appoint and Remove Directors.....	31

17.2	Number and Terms of Directors Appointed by Developer.....	32
17.3	Sale and Leasing of Units.	32
17.4	Development Period.....	32
17.5	Status of Unsold Units.	33
17.6	Electronic Transmitting/Receiving Equipment.....	33
17.7	Transfer or Assignment.....	33
ARTICLE 18: EASEMENTS		34
18.1	Use and Enjoyment.	34
18.2	Utilities and Drainage.	34
18.3	Pest Control.....	34
18.4	Developer Easements.....	34
18.5	Easement for Use of Leased or Acquired Property.	35
18.6	Easement for Support.....	35
18.7	Easement for Use of Limited Common Elements.	35
18.8	Additional Easements.	35
18.9	Easements Appurtenant to Units.....	35
ARTICLE 19: RIGHTS OF MORTGAGEES.....		36
19.1	Notification of Mortgagees Required.	36
19.2	Right of Inspection.....	36
19.3	Required Reserve Funds and Working Capital Fund.	36
19.4	Priority of Mortgagees	36
19.5	Request for Protection by Mortgagees.....	37
ARTICLE 20: DISCLOSURES.....		37
20.1	Security.	38
20.2	Parking Spaces.....	39
20.3	Unit Keys.	39
ARTICLE 21: AMENDMENT.....		39
21.1	Amendments by Developer.....	39
21.2	Amendments by Unit Owners.....	40
21.3	Effectiveness of Amendments.	40
ARTICLE 22: TERMINATION.....		41
22.1	Destruction of the Condominium Property.....	41
22.2	Termination by Consent.....	42
ARTICLE 23: MISCELLANEOUS		42
23.1	Implied Rights.....	42
23.2	Fair Housing.....	42
23.3	Compliance.	43
23.4	Severability.	43

2009 11592
Recorded in the Above
DEED Book 1 Page 34
08-04-2009 05:44:46 PM

23.5	Captions.	43
23.6	Notices.	43
23.7	Perpetuities.....	43
23.8	Use of the "Crimson Commons Condominium" Name or Logo...	43
23.9	Indemnification.	43
23.10	Gender/Number.....	44
23.11	Attachments.	44
23.12	Interpretation.....	44
23.13	Tax Matters.	44

2009 11593
 Recorded in the Above
 DEED Book & Page
 08-04-2009 05:44:46 PM

TABLE OF ATTACHMENTS

LEGAL DESCRIPTION	ATTACHMENT "1"
PERMITTED EXCEPTIONS	ATTACHMENT "2"
ALLOCATED INTERESTS AND VOTES	ATTACHMENT "3"
BYLAWS OF THE ASSOCIATION	ATTACHMENT "4"
PLAT AND CERTIFICATION	ATTACHMENT "5"
PRELIMINARY BUDGET	ATTACHMENT "6"
LIMITED NEW HOME WARRANTY	ATTACHMENT "7"
PARKING SPACE ASSIGNMENTS	ATTACHMENT "8"

2009 11594
Recorded in the Above
DEED Book & Page
08-04-2009 05:44:46 PM

DECLARATION OF CONDOMINIUM

FOR

CRIMSON COMMONS CONDOMINIUM

2009 11595

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DEED Book & Page

08-04-2009 05:44:46 PM

THIS DECLARATION OF CONDOMINIUM is made this 28th day of July, 2009, by Crimson Commons, LLC, an Alabama limited liability company (hereinafter called the "Developer"), having its principal place of business located at 2000 Lay Dam Road Clanton, Alabama 35045.

WITNESSETH:

WHEREAS, Developer is the owner of those certain tracts or parcels of land lying and being in the City of Tuscaloosa, Tuscaloosa County, Alabama, which are more particularly described in Attachment "1" attached hereto and incorporated herein by reference (hereinafter called the "Property"), subject to the matters set forth on Attachment "2" attached hereto (the "Permitted Exceptions"); and

WHEREAS, Developer has substantially completed certain improvements on the Property as shown on the Plat which is referenced in Article 3 hereof and attached hereto as Attachment "5"; and

WHEREAS, Developer has duly incorporated Crimson Commons Association, Inc. as a nonprofit membership corporation under the laws of the State of Alabama; and

WHEREAS, Developer desires to submit the Property to the condominium form of ownership pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Title 35, Chapter 8A *Code of Alabama* (1975), as amended (the "Act"), as the same is in effect on the date hereof and the terms and conditions hereinafter set out.

NOW, THEREFORE, the Developer does hereby submit the Property to the condominium form of ownership pursuant to, subject to, and in accordance with the provisions of the Act and the terms and conditions hereinafter set forth and subject to the Permitted Exceptions.

ARTICLE 1: NAME

The name of the condominium is Crimson Commons Condominium (hereinafter referred to as the "Condominium").

ARTICLE 2: DEFINITIONS

The terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall have their normal, generally accepted meanings or the meanings given in the Act or the Alabama Nonprofit Corporation Act. Certain terms used in this Declaration, the Bylaws, and the Articles of Incorporation shall be defined as follows:

2.1 "Act": The Alabama Uniform Condominium Act of 1991, Title 35, Chapter 8A *Code of Alabama* (1975), as amended from time to time.

2.2 "Articles of Incorporation" or "Articles": The Articles of Incorporation of the Association.

2.3 "Association": Crimson Commons Association, Inc., an Alabama nonprofit corporation, and its successors and assigns.

2.4 "Board of Directors" or "Board": The elected body responsible for management and operation of the Association as further described in the Bylaws.

2.5 "Bylaws": The Bylaws of The Association attached to this Declaration as Attachment "4" and incorporated herein by this reference.

2009 11596
Recorded in the Above
DEED Book & Page
08-04-2009 05:44:46 PM

2.6 "City": The City of Tuscaloosa, Alabama.

2.7 "Common Element(s)": That portion of the property subject to this Declaration which is not included within the boundaries of a Unit, as more particularly described in this Declaration, including but not limited to the land, landscaping, and certain parking.

2.8 "Common Expense(s)": The expenses incurred or anticipated to be incurred by the Association for the general benefit of all Units, including, but not limited to, (a) those expenses incurred for maintaining, repairing, replacing and operating the Common Elements, including the Limited Common Elements; (b) expenses determined by the Association to be Common Expenses and which are lawfully assessed against Owners; (c) expenses declared to be Common Expenses by the Act or Condominium Documents; and (d) reasonable reserves established for the payment of any of the foregoing. Notwithstanding anything to the contrary set forth herein, it is understood and agreed that the Common Expenses shall include, without limitation, amounts charged to the Association, if any, on a master billing for any utility or other services provided to the Association for the benefit of the Condominium including, without limitation, water and sewer utility charges, and charges for either a basic satellite or cable television system.

2.9 "Condominium" or "Condominium Property": All that property described in Attachment "1," attached hereto and incorporated herein by this reference, submitted to the provisions of the Act by this Declaration and such other property as may hereafter be submitted to the provisions of the Act by supplement or amendment to this Declaration, together with all buildings and improvements thereon.

2.10 "Condominium Documents": This Declaration and all attachments to this Declaration, including the Bylaws, the Articles of Incorporation, the Rules and Regulations and the Plat, all as may be supplemented or amended from time to time.

2.11 "Developer" or "Declarant": Crimson Commons, LLC, an Alabama limited liability company, its successors or assigns.

2.12 "Development Period": The period of time during which the Developer owns any portion of the Condominium and which expires on the first to occur of the following:

(a) sixty (60) days after seventy-five percent (75%) of the Units that may be created in the Condominium have been conveyed by the Developer to Unit Owners other than a Person or Persons constituting the Developer;

(b) two (2) years after the Developer has ceased to offer Units at the Condominium for sale in the ordinary course of business; or

(c) the date on which the Developer voluntarily relinquishes such right by executing and recording an amendment to this Declaration, which shall become effective as specified in such amendment.

2.13 "Limited Common Element(s)": A portion of the Common Elements reserved for the exclusive use of those entitled to occupy one (1) or more, but less than all Units, as more particularly set forth in this Declaration, including any balconies, patios, terraces, and parking spaces assigned as limited common elements.

2.14 "Majority": Those eligible votes, Owners, or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

2.15 "Mortgage": Any first mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation.

2.16 "Mortgagee": The holder of any first Mortgage.

2.17 "Occupant": The Owner(s) or lessee(s) of any Unit and their respective guests, family, tenants, and invitees or any other Person who either lawfully or unlawfully occupies or comes upon such Unit.

2.18 "Owner" or "Unit Owner": Each record title holder of a Unit within the Condominium, but not including a Mortgagee.

2.19 "Person": Any individual, corporation, firm, association, partnership, trust, limited liability company, or other legal entity.

2.20 "Plat": The plat of survey relating to the Condominium that has been filed in the Office of the Judge of Probate of Tuscaloosa County, Alabama in accordance with section 35-8A-209 of the Act.

2.21 "Rules and Regulations": The Rules and Regulations of the Association as adopted by the Association from time to time.

2.22 "Total Eligible Association Vote": The total vote in the Association.

2.23 "Unit": That portion of the Condominium intended for individual ownership and use and for which a certificate of occupancy has been issued, as more particularly described in Article 4 below.

ARTICLE 3: LOCATION, PROPERTY DESCRIPTION, AND PLAT 2009 11598

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3.1 Property. The Condominium subject to this Declaration and the Act is located on those certain tracts of land lying and being in the City of Tuscaloosa, Tuscaloosa County, Alabama, to be more particularly described in Attachment "1" attached to this Declaration, which attachment is specifically incorporated herein by this reference. A plat or survey relating to the Condominium and floor plans relating to the Condominium have been filed and recorded in Plat Book 2009, Pages 85-92 in the Office of the Judge of Probate of Tuscaloosa County, Alabama. Notwithstanding anything herein to the contrary, Developer shall have the right to file additional, amended or supplemental plats from time to time as necessary or appropriate to further describe the Units or to comply with the Act. The Plat is incorporated herein by reference as fully as if the same were set forth in their entirety herein.

3.2 Description of Improvements and Identification of Units. The Condominium Property shall consist of one (1) building with one (1) level of covered private parking for certain Unit Owners on level one (1) and two (2) levels of residential Units on levels two (2) and three (3) containing no more than forty-eight (48) residential Units. A plat of the land and improvements thereon and a graphic description of the improvements in which the Units are located, identifying each Unit by a number and/or letter so that no Unit bears the same designation as any other Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions, are set forth on the Plat attached hereto as Attachment "5".

3.3 Amendment of Condominium Plat. Developer reserves the right to change the materials, interior design and arrangement of any Unit, to alter the boundaries between Units, and to increase or decrease the number of Units so long as the Developer owns the Units so altered. Changes in the boundaries between the Units, as hereinafter provided, shall be reflected by an amendment to the Plat, and if necessary, an amendment to this Declaration. An amendment to the Plat or the Declaration reflecting an alteration of the boundaries of the Units owned by Developer need be signed and acknowledged only by Developer and need not be approved by the Owners and Mortgagees, whether or not such approval may elsewhere be required herein; provided, however, that any change which shall result in a change in the undivided interest in Common Elements or Limited Common Elements or a change in the share of Common Expenses or Limited Common Expenses with respect to the Owners of Units other than Developer at the time of such change or which shall result in the alteration of boundaries of Units (other than common walls separating the Units owned by Developer) may not be made without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere herein required.

3.4 Amendment of Common Element Plan. During the Development Period, Developer reserves the right, but shall have no obligation, to make improvements and changes to all or part of the Common Elements, including, without limitation, addition and realignment of parking spaces, renovation and installation of changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, work relating to Building exteriors and extension of the drives and utility lines and pipes located on the Condominium. Additional rights may be reserved by the Developer or a Developer related entity pursuant to the Condominium Documents.

ARTICLE 4: UNITS AND BOUNDARIES

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480 Residential Units

The Condominium will be divided into no more than forty-eight (48) residential Units (which will be the maximum number of Units that the Developer may create within the Condominium), the Limited Common Elements and the Common Elements. Each Unit, together with an undivided interest in the Common Elements, shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Documents. The Units are depicted on the Plat. For purposes of ownership and distinguishing among the private elements of each Unit, the Common Elements, and the Limited Common Elements, the private elements of each Unit are described as follows:

4.1 Upper and Lower Boundaries. The upper and lower boundaries extend to their planer intersections with the perimetrical boundaries as follows:

(a) The upper boundary shall be the plane of the upper surface of the material which constitutes the ceiling; and

(b) The lower boundary shall be the plane of the upper surface of the subflooring material which serves as the Unit's floor. Any floor covering such as carpeting, vinyl, hardwood, or ceramic tile is part of the Unit.

4.2 Perimetrical Boundaries. The perimetrical boundaries shall be the vertical planes of the exterior surfaces of the exterior windows and exterior doors, and the interior surfaces of the studs or raw walls of the perimeter wall of the Unit. All sheetrock, wall boards, including paint, wallpaper, and light coverings, extended to their planer intersections with each other and with the upper and lower boundaries are part of the Unit.

4.3 Additional Information to Interpret Unit Boundaries.

(a) Each Unit shall include the following:

(i) All non-structural interior partition walls located within the boundaries of the Unit except such part as may comprise part of the Common Elements;

(ii) The decorated surfaces of all boundary walls, ceilings and floors, including wallpaper, paint, interior brick surface, lathe, wallboard, plaster, carpeting, flooring, and other finishing materials; and

(iii) All immediately visible fixtures, appliances, cabinets, and water and sewer pipes located within the boundaries of the Unit and serving only the Unit.

ARTICLE 5: COMMON ELEMENTS

5.1 Designation.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. Ownership of the Common Elements shall be by the Unit Owners as tenants-in-common. The percentage of undivided interest in the Common Elements attributable

to each Unit shall be as set forth in Attachment "3," attached hereto and incorporated herein by this reference. Except as prescribed by the Act, such percentages of undivided interest may be altered only by the consent of all Owners and Mortgagees expressed in an amendment to this Declaration recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner and may not be separated from the Unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit.

The Common Elements shall remain undivided and no Owner or any other Person shall have the right to bring any action for partition or division of the whole or any part thereof except as provided by the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner and the Association may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners. Each Owner and Occupant shall have a right and easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from the Unit over those portions of the Condominium designated for such purpose) and such easement shall be appurtenant to and shall pass with the title to such Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

Common Elements shall include the following:

- (a) The land;
- (b) The foundations and footings, framing of the demising walls, bearing walls, perimeter walls, structural slabs, columns, beams and supports;
- (c) The roofs, lobbies, hallways, chaseways, elevators, mechanical equipment, garbage, and storage areas designated as common, stairways and entrances and exits or communication ways, some of which may be designated as Limited Common Elements;
- (d) The compartments or installations of central services such as central air conditioning, ventilation, heating, power, light, electricity, fire protection, hot and cold water, plumbing, reservoirs, water tanks and pumps, sewer lines, flues, trash compactors, incinerators, and the like, and all similar devices and installations existing for common use, but excluding all compartments or installations of utilities and services which exist for private use in the Units;
- (e) The premises and facilities, if any, used for the maintenance or repair of the Property;
- (f) Greens, landscaping, and central mail boxes;

(g) All other elements (other than the Units) desirable or rationally of common use, or necessary to the existence, upkeep, and safety of the Condominium Property.

ARTICLE 6: LIMITED COMMON ELEMENTS

6.1 Designation.

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Limited Common Elements shall mean and include any area designated as Limited Common Elements on the Plan and any amendment to the Plan and any areas defined in the Act as Limited Common Areas.

Limited Common Elements and the Unit(s) to which they are assigned shall include, among any other property so designated, the following:

- (a) the doorsteps or stoops leading to the Unit are assigned as Limited Common Elements to such Unit;
- (b) the balcony, patio, or terrace area, together with the doorsteps or stoops providing access from the balcony, patio, or terrace area to the Unit, are assigned as a Limited Common Element to the Unit having direct access to such balcony, patio, or terrace;
- (c) the parking space or spaces, if any, which may be assigned to a Unit. If parking spaces are assigned as Limited Common Elements, then parking space assignments, which may be changed by a supplement or amendment to this Declaration recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama, will be assigned as Limited Common Elements to Units so designated on the Plat or any supplemental plat, provided that parking spaces for use by disabled persons as governed by applicable law, may be reassigned by the Association to those disabled Owners or Occupants that are required by applicable law to have access to such spaces set aside for disabled persons. Parking space assignments are attached hereto as Attachment "8";
- (d) the portion of the Common Elements on which there is located any portion of the mechanical, electrical, air conditioning or heating system exclusively serving a particular Unit or Units is assigned as Limited Common Element to the Unit or Units so served;
- (e) any utility meter which serves only one Unit is assigned as Limited Common Element to the Unit so served;
- (f) the chutes, flues, wires, conduit, bearing walls, bearing columns, or any other fixture serving or located only within a single Unit; and
- (g) one mailbox or mail slot as Limited Common Element, which may be located in a designated area of the Condominium.

The Limited Common Elements are assigned in accordance with section 35-8A-208 of the Act, the Plat, and this Declaration. Should any Limited Common Element ever be determined not to be a Limited Common Element under the Act, the same shall be part of the

Common Elements with an exclusive easement of use appurtenant to the Unit to which it was originally assigned as a Limited Common Element.

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6.2 Right to Relocate Equipment Serving a Unit. Notwithstanding any provision to the contrary contained herein, the Board, at the sole expense of the Association, shall have the right without need for a membership vote and without the consent of any affected Unit Owner, to relocate any portion of the air conditioning, heating, plumbing, ventilating, exhaust, or electrical system serving a particular Unit, provided that after such relocation, the system serving the Unit functions at least as well and at no greater cost to the Unit Owner as existed prior to the relocation.

ARTICLE 7: ASSOCIATION MANAGEMENT, MEMBERSHIP, AND ALLOCATIONS

7.1 Management. Operation and administration of the Condominium Property shall be performed by Crimson Commons Association, Inc., an Alabama nonprofit corporation. The powers and duties of the Association shall include those set forth in the Act, the Alabama Nonprofit Corporations Act, §§ 10-3A-1 *et seq.* Code of Alabama (1975), this Declaration, the Articles of Incorporation, and the Bylaws.

7.2 Membership. All Owners, by virtue of their ownership of an interest in a Unit, are members of the Association and shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to this Declaration and the Act and in accordance with the Bylaws. The members of the Association shall consist of the record Owners of the Units. Change of membership in the Association shall be established by recording in the Office of the Judge of Probate of Tuscaloosa County, Alabama, the deed or other instrument establishing record title to a Unit in the Condominium Property, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a member of the Association. Membership of the prior Owner shall thereby be terminated. All present and future Owners, tenants, and occupants of the Units shall be subject to and shall comply with the provisions of the Declaration, the Bylaws, and the Rules and Regulations, as the same may be amended from time to time. The votes for a Unit shall be cast by the record owner thereof or the duly authorized proxy of the record Owner in the manner provided for in the Bylaws. Each Unit Owner is entitled to the number of votes for each Unit owned by him as set forth in Attachment "3" attached hereto. In any situation where there is more than one Owner of a Unit, the votes for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the votes being taken. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner, or trustee of such Owner or by any individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

ARTICLE 8: ASSESSMENTS.

8.1 Purpose of Assessment. The Association shall have the power to levy assessments as provided herein and in the Act. The assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety,

welfare, common benefit, and enjoyment of the Owners and Occupants of Units in the Condominium as may be more specifically authorized from time to time by the Board of Directors.

2009 11683
Recorded in the Above
DEED Book & Page
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8.2 Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges; (ii) special assessments; (iii) specific assessments; and (iv) any other assessments and amounts due pursuant to the Condominium Documents and/or the Act, all as herein provided. All such assessments, together with late charges, interest, costs, and reasonable attorneys' and other legal fees actually incurred, in the maximum amount permitted by the Act, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien may be enforced by suit, judgment, and foreclosure in the same manner as Mortgages are foreclosed under Alabama law.

Such amounts shall also be the personal obligation of each Person who was the Owner of such Unit at the time when the assessment fell due. Except as otherwise provided herein or in the Act, each Owner and each successor-in-title to the Unit shall be jointly and severally liable for all assessments and charges due and payable at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; unless otherwise provided, the annual assessments shall be paid in equal monthly installments due on the first day of each calendar month. No Owner may exempt him or herself from liability for or otherwise withhold payment of assessments for any reason whatsoever, including, but not limited to, non-use of the Common Elements, the Association's failure to perform its obligations required under this Declaration, or inconvenience or discomfort arising from the Association's performance of its duties. The lien provided for herein shall have priority as provided in the Act.

8.3 Delinquent Assessments. All assessments and related charges not paid on or before the due date shall be delinquent and the Owner shall be in default:

(a) If any monthly installment of annual assessments or any part thereof is not paid in full when due or if any other charge is not paid when due, a late charge equal to the greater of Ten Dollars (\$10.00) or ten percent (10%) of the amount not paid or such higher amounts as may be authorized by the Act, may be imposed without further notice or warning to the delinquent Owner and interest at the highest rate as permitted by the Act and adopted by resolution of the Board of Directors shall accrue from the due date.

(b) If partial payment of assessments and related charges is made, the amount received shall be applied in the following order and no restrictive language on any check or draft shall be effective to change the order of application:

(i) respectively, to any unpaid late charges, interest charges and specific assessments (including, but not limited to, fines) in the order of their coming due;

(ii) to costs of collection, including reasonable attorney's fees and other legal fees actually incurred by the Association; and

(iii) to any unpaid installments of the annual assessment or special assessments in the order of their coming due.

(c) If assessments, fines or other charges or any part thereof due from an Owner are not paid when due, a notice of delinquency may be given to that Owner stating that if the assessment, fine, or charge remains delinquent for more than ten (10) days from the date of the notice of delinquency, the Board of Directors may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment and of any special assessment. If an Owner fails to pay all assessments and related charges currently due within ten (10) days of the date of the notice of delinquency, the Board of Directors may then accelerate and declare immediately due all installments of the annual assessment and of any special assessment, without any further notice being given to the delinquent Owner. Upon acceleration, that Owner shall lose the privilege of paying the annual assessment in monthly installments for that fiscal year.

(d) If assessments and other charges or any part thereof remain unpaid more than thirty (30) days after the assessment payments first become delinquent, the Association may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, the Act, and Alabama law.

(e) The exercise by the Board of one of the remedies set forth in this Article 8 shall not preclude the Board from exercising other forms of remedies either as set forth herein or as permitted by applicable law, as all available remedies are cumulative.

8.4 Computation of Operating Budget and Assessment. It shall be the duty of the Board at least sixty (60) days prior to the beginning of the Association's fiscal year to prepare and adopt a proposed budget covering the estimated costs of operating the Condominium during the coming year. Within thirty (30) days after adoption of any proposed budget, the Board shall provide a copy of same and notice of the assessments to be levied against each Unit for the following year to be delivered to each member and shall set a date for a meeting of the members to consider the budget not less than fourteen (14) nor more than thirty (30) days after delivery or mailing of the budget to the members. The budget and the assessment shall become ratified unless disapproved at that meeting by members holding a Majority of the Total Eligible Association Vote; provided, however, that if a quorum is not obtained at such meeting, the budget shall become effective and ratified even though a vote to disapprove the budget could not be called at the meeting.

If the membership disapproves the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year. In such case, the Board may propose a new budget at any time during the year at a special meeting of the Association. The proposed budget and assessment shall be delivered to the members at least thirty (30) days prior to the proposed effective date thereof and at least seven (7) days prior to the special meeting. The approval procedure set forth above for budgets considered at annual meetings shall also apply to budgets considered at special meetings.

8.5 Special Assessments. The Board of Directors may, at any time and in addition to any other rights it may have, levy a special assessment against all Owners, notice of which shall be sent to all Owners. Any special assessment which would cause the average total of special assessments levied in one fiscal year to exceed the amount of the annual assessment for such year (except as provided herein regarding repair or reconstruction of casualty damage to or destruction of all or part of the Condominium) shall be approved by members holding a Majority of the Total Eligible Association Vote prior to becoming effective. Notwithstanding the foregoing, during the Development Period, Developer must consent to all special assessments before such special assessments become effective.

8.6 Specific Assessments. The Board shall have the power to specifically assess expenses of the Association against Units (a) receiving benefits, items or services not provided to all Units within the Condominium that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit or (b) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests. The Association may also levy or specifically assess any Unit to reimburse the Association for costs incurred in bringing the Unit into compliance with the provisions of this Declaration, any amendment to this Declaration, the Articles, the Bylaws, and the Rules and Regulations, provided the Board gives ten (10) days prior notice to the Unit Owner. The Association also specifically reserves the right to collect any other future assessments not specifically herein referenced as the Board of Directors sees fit from time to time.

8.7 Capital Reserve Budget and Contribution. The Board may, and upon expiration of the Development Period, shall annually prepare a capital reserve budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Alternatively, the Board may levy expenses incurred to repair or replace each asset as a special assessment at the time that such asset is replaced. The Board shall set the required capital contribution, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown in the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required, if any, shall be established by the Board and included within the budget and assessment as provided in Section 8.4. A copy of the capital reserve budget shall be distributed to each member in the same manner as the operating budget.

8.8 Statement of Account. Any Owner, Mortgagee, or a Person having executed a contract for the purchase of a Unit or a lender considering a loan to be secured by a Unit, shall be entitled, upon written request, to a statement from the Association setting forth the amount of assessments due and unpaid, including any late charges, interest, fines or other charges against a Unit. The Association shall respond in writing within ten (10) business days of receipt of the request for a statement; provided, however, that the Association may require the payment of a reasonable fee not to exceed Ten Dollars (\$10.00) or such higher amount as may be authorized by section 35-8A-316 of the Act, as a prerequisite to the issuance of such a statement. Such written statement shall be binding on the Association as to the amount of assessments due on the Unit as of the date specified therein.

8.9 Capitalization of Association. Upon acquisition of record title to a Unit by the first Owner thereof other than the Developer, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in a one-time payment equal to two

months' assessments for the type Unit the Purchaser is buying. This amount shall be in addition to, not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be collected from the purchaser of the Unit at the closing of the Unit transfer and disbursed therefrom to the Association into a separately designated account. The purpose of the working capital contribution is to fund the Association's initial reserves and to cover the costs of immediate management needs. The Association may use such funds for start-up expenses such as pre-paid insurance, or in any other way the Board of Directors of the Association sees fit for the benefit of the Association and the Unit Owners. Notwithstanding the foregoing, the contribution to working capital shall not be due and payable for the following transactions: (a) the purchase of any Unit, or portion thereof, by Developer, a Developer related entity or any builder; (b) any transfer during the Development Period for which the Developer, in its sole discretion, waives in writing the contribution to working capital; or (c) any transfer for which the Association, in its sole discretion, waives in writing the contribution to working capital.

8.10 Surplus Funds and Common Profits. Common profits from whatever source shall be applied to the payment of Common Expenses. Any surplus funds remaining after the application of such common profits to the payment of Common Expenses shall, at the option of the Board of Directors, either be distributed to the Owners or credited to the next assessment chargeable to the Owners in proportion to the liability for Common Expenses attributable to each Unit or added to the Association's reserve account.

8.11 Commencement of Assessments. The obligation to pay assessments shall commence as to each Unit on the date that the Unit is conveyed by the Developer to an Owner other than the Developer or a Developer related entity.

ARTICLE 9: ASSOCIATION RIGHTS AND RESTRICTIONS

9.1 Right of Entry. The Association shall have the right to enter into Units and any Limited Common Elements assigned thereto for maintenance, emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after reasonable notice to the Owner or Occupant of the Unit. No one exercising the rights granted herein shall be liable for trespass or damages by exercising such rights. For purposes of this Section and without limiting the foregoing, a water or other utility leak, fire, strong foul odor, obvious insect infestation, or sound indicating that a person or animal might be injured or sick and require immediate medical attention shall be considered examples of emergencies justifying immediate entry into a Unit and any Limited Common Elements assigned thereto. These examples shall not be deemed comprehensive of emergency situations that warrant such entry. The failure to exercise the rights herein or to exercise said rights in a timely manner shall not create any liability to any of the above-referenced parties, it being agreed that no duty by any of the above-referenced parties to enter any Unit shall exist.

9.2 Right of Enforcement.

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(a) The Board, or a committee established by the Board for such purpose, may impose sanctions as provided herein and in section 35-8A-302 of the Act, as amended, for violation of the Condominium Documents, after 10 days notice of such violation and an opportunity to be heard by the Owner. Such sanctions may include, without limitation:

(i) imposing monetary fines which shall constitute a lien upon the Unit of the violator. (Any such fines shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. If any non-Owner Occupant violates the Condominium Documents and a fine is imposed, the fine may first be assessed against such Occupant; provided, however, that if the fine is not paid by such Occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(ii) suspending any Person's right to use any facilities within the Common Elements; provided, however, that nothing herein shall authorize the Board to limit ingress or egress to or from a Unit;

(iii) suspending any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association; and

(iv) requiring the assignment of rents to the Association that are otherwise due and payable to the Unit Owner, as set forth in Section 12.2(b)(iii).

(b) In the event that any Occupant of a Unit violates the Condominium Documents, the Board, or a committee established by the Board for such purpose, may sanction such Occupant and/or the Owner of the Unit that the violator is occupying or visiting.

(c) In addition, the Board, or a committee established by the Board for such purpose, may elect to enforce any provision of the Condominium Documents by exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules, or the correction of any maintenance, construction, or other violation of the Condominium Documents) without the necessity of compliance with the procedures set forth in the Bylaws. The Association may levy a specific assessment to cover all costs incurred in bringing a Unit into compliance with the terms of the Condominium Documents.

(d) Notwithstanding anything herein to the contrary, the Association may elect to enforce any provisions of the Condominium Documents by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedures set forth in the Bylaws.

(e) All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action or remedy taken by the Association to enforce the provisions of the Condominium Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, reasonable attorneys' and other legal fees actually incurred and court costs in the same manner as an action for collection of assessments.

(f) The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the enforcement action is not justified based upon the particular circumstances. Any such determination shall not be construed as a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction, or rule.

(g) The Association may enforce the provisions of the Condominium Documents for the benefit of the Association and its members. In addition, the Association, by contract or other agreement, may enforce city, county, state, and federal laws and ordinances, if applicable, and permit local and other governments to enforce laws and ordinances on the Condominium for the benefit of the Association and its members.

9.3 Permits, Licenses, and Easements. The Association shall have the right to grant permits, licenses, utility easements, and other easements over, through and under the Common Elements without a vote of the Owners; provided, however, that the grantee of any such permit, license, or easement shall be responsible for repairing and/or restoring the Common Elements as a result of any damage caused thereto by the existence of any permit, license, or easement granted hereunder.

9.4 Right of Maintenance. The Association shall have the right to control, manage, operate, maintain, improve, and replace all portions of the Condominium for which the Association is assigned maintenance responsibility under this Declaration.

9.5 Property Rights. The Association shall have the right to acquire, hold, and dispose of tangible and intangible personal property and real property.

9.6 Casualty Loss. The Association shall have the right to deal with any applicable third party as attorney-in-fact for the Owners and the Association in the event of damage or destruction to any portion of the Condominium as a result of casualty loss, condemnation, or eminent domain, in accordance with the provisions of the Act and this Declaration. The award made for such taking or proceeds of such casualty loss shall be payable, when made available, to the Association to be held in trust for the Unit Owners and their Mortgagees, as their interests may appear.

9.7 Governmental Entities. The Association shall have the right to represent the Owners in dealing with governmental entities.

9.8 Common Elements. The Association or, during the Development Period, the Developer shall have the right to close temporarily any portion of the Common Elements (excluding the Limited Common Elements and any portion of the Common Elements that are reasonably necessary for access to a Unit), upon thirty (30) days' prior written notice to all Owners, except that no prior notice of such closing shall be required for emergency, security, or safety purposes or for any such other reasonable purpose as determined in the sole discretion of the Board or, during the Development Period, the Developer.

ARTICLE 10: CASUALTY LOSS AND INSURANCE

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10.1 Responsibility of Owners; Separate Insurance Coverage

(a) The Owner of each Unit designated as residential may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects, and other property belonging to such Owner, and shall, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements in such specified amount as approved by the Board of Directors from time to time.

(b) Risk of loss of or damage to any furniture, furnishings, and personal property belonging to or carried on the person of the Owner, or which may be stored in any Unit, or in or upon Common Elements or Limited Common Elements, shall be borne by the Owner of each Unit. All furniture, furnishings, and personal property constituting a portion of the Common Elements or Limited Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereinafter provided. Each Owner shall be required to notify the Association of all improvements made by the Owner to his Unit, the value of which is in excess of \$1,000, and receive written approval for same in accordance with the Rules and Regulations of the Association. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association, or Developer, and their respective servants, agents, employees, and guests.

(c) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than personal property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance. In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium Property by reason of proration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article 10.

10.2 Insurance to be Maintained by the Association.

(a) Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design, and use, insuring the Condominium Property against loss or damage by the perils of fire, lightning, and those perils contained in extended coverage, vandalism, and malicious mischief endorsements, and if the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable, insure the

insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts amendatory thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current replacement cost of the improvements which constitute the Condominium Property, including the Common Elements, Limited Common Elements, and the Unit as purchased by the Unit Owner (but excluding land, foundations, excavations, and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the individual Owners (without naming them) in the proportionate shares equal to their respective percentage ownership of the Common Elements. Periodically, prior to the renewal of any such policy or policies of insurance, the Association should obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements, and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of Section 10.3 hereof and shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

(b) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a comprehensive policy or policies of public liability and property damage insurance in such amount (but not less than \$1,000,000) and in such form as shall be required by the Association to protect said Association and the Owners of all Units which provide coverage for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements and Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

(c) Workmen's Compensation Insurance. The Association shall obtain and maintain at all times a policy or policies of workmen's compensation insurance to meet the requirements of the laws of the State of Alabama.

(d) Fidelity Bonds. The Association shall obtain and maintain fidelity bonds for any person who either handles or is responsible for funds held or administered by the Association naming the Association as the obligee. The amount of the fidelity bond shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for Common Expenses and Limited Common Expenses. The premiums of such bonds shall be paid by the Association as a Common Expense.

(e) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

10.3 Governing Provisions. All insurance obtained and maintained by the Association as provided in Section 10.2 above shall be governed by the following provisions:

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(a) All policies shall (i) comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association as they shall apply to condominium loans; and (ii) be written with a company licensed to do business in the State of Alabama and holding a financial rating of Class V or better and a general policyholders rating of "A" or better by Best's Insurance Reports or other then comparable rating. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, then the requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association shall control and such requirements shall be complied with by the Association.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representatives.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees.

(d) The Association shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, the Developer, or the Owners;

(ii) An agreement by the insurer that the insurance coverage cannot be terminated and materially changed without thirty (30) days prior written notice to the Association and the Mortgagee of each Unit;

(iii) The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

(iv) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

10.4 Premiums and Deductibles. Premiums for insurance policies purchased by the Association shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy, or abandonment of a Unit or its appurtenances or of the Common Elements or Limited Common Elements by an Owner shall be assessed against that Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Article 10 shall be paid by the Association, unless such loss or claim was caused by any Unit Owner, lessee or guest, or invitee thereof or resulted from the use, misuse, occupancy, negligence, or abandonment of a Unit or any portion thereof. In such event the Unit Owner from whose Unit the cause originated, will be responsible for the deductible under the Association's insurance policy.

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10.5 Insurance Trustee. The Association may engage a bank or trust company authorized to do trust business in the State of Alabama and having a capital and surplus of not less than \$50,000,000 to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. In the event the lowest of two bids from reputable contractors for making all repairs required by any such loss shall exceed \$500,000, the Association upon written demand of the Mortgagee of any Unit shall engage the services of a bank or trust company to act as Insurance Trustee as aforesaid. The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Owners of Units and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement, or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each Unit, the name of the Mortgagee who may hold a Mortgage numbering each Unit, and the respective percentages of any distribution which may be required to be made to the Owner of any Unit, and his respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement, or reconstruction of all or a portion of the Condominium Property. The rights of the Mortgagee of any Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged Condominium Property; provided, however, that if the Association or the Insurance Trustee fails to perform all the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amount so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. No provision hereof shall entitle an Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to such Unit.

10.6 Periodic Reviews. The Board of Directors will conduct periodic reviews of insurance to determine if the policies in force are adequate to meet the needs of the Association and to satisfy the requirements of this Declaration and section 35-8A-313 of the Act.

10.7 Loss to Common Elements Only. In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement, or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and his respective Mortgagee,

as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and his Mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance proceeds received or to be received, if any, will enable said Insurance Trustee to completely pay for the repair, replacement, or reconstruction of any loss or damage, as the case may be. The monies to be so paid or deposited by the Association with the Insurance Trustee, may be paid by the Association out of its reserve for replacement fund and if the amount in such reserve for replacement fund is not sufficient, or if the Board of Directors determines not to use such fund for said purpose, then the Association shall levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement, or reconstruction.

10.8 Loss to Common Elements, Limited Common Elements, and/or Units.

In the event of loss of or damage to Common Elements, Limited Common Elements, and/or any private element of any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement, or reconstruction of the Common Elements, then to the repair, replacement, or reconstruction of the Limited Common Elements and any remaining insurance proceeds shall be applied to the repair, replacement, or reconstruction of the private elements of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of the Common Elements, the Limited Common Elements and the private elements of Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 10.7 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors of the Association shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement, or reconstruction among the Common Elements, the Limited Common Elements, and the private elements of Units sustaining any loss or damage. If the proceeds of said fire or casualty insurance, if any, are sufficient to pay for the repair, replacement, or reconstruction of any loss of or damage to the Common Elements and Limited Common Elements, but are not sufficient to repair, replace, or reconstruct any loss of or damage to the private elements of Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Units sustaining any loss or damage, and the assessment so collected from said Owners shall be deposited with the Insurance Trustee, so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the

repair, replacement, or reconstruction of all Common Elements, Limited Common Elements, and private elements of Units. In said latter event, the assessment to be levied and collected from the Owners of the Units shall be apportioned among such Owners in such manner that the assessment levied against each Owner of a Unit shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement, or reconstruction of each Owner's Unit bears to the cost applicable to all of said Units sustaining loss or damage. If the fire or casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee are not an amount which will pay for the complete repair, replacement, or reconstruction of the Common Elements and Limited Common Elements, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement, or reconstruction of said Common Elements and Limited Common Elements before being applied to the repair, replacement, or reconstruction of any private element of a Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said Common Elements and Limited Common Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the Common Elements and Limited Common Elements and the fire or casualty insurance proceeds had been insufficient to cover the cost of repair, replacement, or reconstruction. The cost of repair, replacement, or reconstruction of the private elements of each Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the private elements sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of and private elements sustaining loss or damage.

10.9 Estimates of Repair; Plat and Specifications; Payment of Assessments.

In the event of loss or damage to Condominium Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the Plat of the original buildings, as reflected on Attachment "5" to this Declaration as the same may from time to time be amended, or such other plat, plans and specifications as may be approved by the Board of Directors of the Association, by all of the Owners of the damaged Units, and by not less than seventy-five percent (75%) of the Owners of all Units including the Owners of damaged Units. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors of the Association may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement, or reconstruction thereof, the additional money required to completely pay for such repair, replacement, or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

ARTICLE 11: RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

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11.1 Rules and Regulations of the Association. The Association is authorized to promulgate, amend, and enforce Rules and Regulations concerning the operation and use of the Condominium, provided that such Rules and Regulations are not contrary to or inconsistent with the Act and the Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time they become effective. All present and future Unit Owners, tenants, and occupants of the Units and any person who uses any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental, or occupancy of a Unit or the use of any part of the Condominium Property by any person shall constitute his agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by a member, a member's family members, guests, invitees, lessees, or renters, including the payment of penalties for such violations.

11.2 Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(a) Level one (1) of the Condominium is restricted to the parking of certain Unit Owners' passenger automobiles. The Units on levels two (2) and three (3) of the Condominium are hereby restricted to residential use.

(b) There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements, nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements or Limited Common Elements in any other way be altered without the prior written consent of the Association.

(c) No immoral, improper, offensive or unlawful use shall be made of any Unit, Common Elements or Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed.

(d) No Owner shall permit anything to be done or kept in his Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(e) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property, without the prior written consent of the Board of

Directors of the Association, except signs temporarily used by the Developer in the developing, selling or leasing of the Units.

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(f) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which in the judgment of the Board of Directors of the Association, may be or become an unreasonable annoyance or nuisance to the other Owners.

(g) No sign (including but not limited to flags and banners), awning, canopy, addition to, or modification or replacements of exterior windows, window casings, and exterior doors, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof or other exterior portion of any building on the Limited Common Elements, the Common Elements, or any Unit, without the prior written consent of the Board of Directors of the Association.

(h) No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from or on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

(i) Smoking is strictly prohibited on or in any part of the Common Elements of the Condominium.

11.3 Limitation of Liability. The Association shall not be liable for any failure of water or power supply, telephone, security, fire protection, or other service to be obtained by the Association or paid for out of the Common Expense funds, for problems resulting from the operation or lack of operation of sewer lines servicing the Condominium Property, or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow, or ice which may leak or flow from any portion of the Common Elements, Limited Common Elements, or from any wire, pipe, drain, conduit, appliance, or equipment, however, this provision does not relieve the Association from maintenance responsibility or for damage to the Units or Limited Common Elements arising from or related to water intrusion from the Common Elements on account of maintenance or lack thereof. The Association shall not be liable to the Owner of any Unit for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements or Limited Common Elements. No diminution or abatement of the Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements, Limited Common Elements or to any Unit, or from any action taken by the Association to comply with any law or ordinance or with the order or directive of any municipal or other governmental or judicial authority or for the dispossession of the Unit Owner by reason of fire or other casualty, except to the extent covered by insurance.

11.4 Abatement of Violations. The violation of any Rule or Regulation adopted by the Board of Directors of the Association or breach of the provisions of the Condominium Documents, shall give the Developer, the Association or any Unit Owner any and all of the rights and remedies set forth in Section 9.2 of this Declaration.

11.5 Failure of the Association to Insist on Strict Performance: No Waiver.

Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition, or restriction, but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt by the Association of any assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors of the Association.

11.6 Use by Developer. Subject to the rights of the Mortgagees hereunder, neither the Owners nor the Board of Directors of the Association nor their use of the Condominium Property or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Units in the Condominium. Subject to the rights of the Mortgagees hereunder, the Developer may make such use of the unsold Units, the Limited Common Elements, and the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, management office and model units, the showing of the Condominium Property and the Units therein, the display of signs thereon and therein. These special Developer rights exist so long as Developer holds any Unit in the Condominium for sale in the ordinary course of business. The Developer expressly reserves the right to lease any Unit which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such lease. Further, the Developer reserves the right for itself or an affiliate to lease for a nominal fee, space on the roof of the building to maintain through ownership or lease to a third party antenna or transmission or receiving equipment. This right survives the sale of the Units in the Condominium.

ARTICLE 12: LEASING

The Board shall have the power to make and enforce reasonable Rules and Regulations and to levy fines, in accordance with this Declaration and the Bylaws, in order to enforce the provisions of this Article.

12.1 Definition. "Leasing," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument.

12.2 Leasing Provisions. Leasing of Units shall be governed by the following provisions:

(a) General. Units may be leased only in their entirety and may be leased to overnight guests, weekly guests, or for long-term rental. Unit Owners must make copies of the Condominium Documents available to their lessees.

(b) Lease Provisions. Any lease of a Unit shall be deemed to contain the following provisions, whether or not expressly therein stated, by occupancy of a Unit, and

each Owner and each lessee, by occupancy of a Unit, covenants and agrees that any lease of a Unit shall contain the following provisions and that if such provisions are not expressly contained therein, then such provisions shall be incorporated into the lease by existence of this covenant on the Unit:

(i) Compliance with Condominium Documents. Each Unit lessee shall comply with all provisions of the Condominium Documents and shall control the conduct of all other Occupants and guests of the leased Unit in order to ensure compliance with the foregoing. The Owner shall cause all Occupants of its Unit to comply with the Condominium Documents and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any violation of the Condominium Documents. If a Unit lessee violates the Condominium Documents and a fine is imposed, notice of the violation shall be given to the Owner of the Unit and the lessee, and such fine shall be assessed against the lessee in such manner as the Board of Directors deems appropriate. If the fine is not paid by the lessee within the time period set by the Board, the Board may assess the fine against the Owner, and the Owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

Any violation of the Condominium Documents by the lessee or any Occupant of a Unit is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Alabama law. The Owner of a Unit hereby delegates and assigns to the Association, acting through the Board, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Condominium Documents, including the power and authority to evict the lessee as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. In the event the Association proceeds to evict the lessee, any costs, including attorneys' and other legal fees and court costs, associated with the eviction shall be an assessment and lien against the Unit.

(ii) Use of Common Elements and Amenities. A Unit lease automatically transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Elements of the Condominium including, but not limited to, the parking space assigned to the Unit.

(iii) Liability for Assessments. When the Owner of a leased Unit fails to pay any annual, special, or specific assessments or any other charge for a period of more than thirty (30) days after the same are due and payable, then the delinquent Owner hereby consents to the assignment to the Association of any rent received from the lessee during the period of delinquency, and, upon request by the Board, such lessee shall pay to the Association all unpaid annual, special, and specific assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by such lessee. However, the lessee need not make such payments to the Association in excess of or prior to the due dates for rental payments unpaid at the time of the Board's request. All such payments made by such lessee shall reduce, by the same amount, the lessee's obligation to make rental payments to the lessor. If the lessee fails to comply with the Board's request to pay assessments or other charges, the lessee shall pay to the Association all amounts authorized under this Declaration as if the lessee were an Owner. If the Association is unsuccessful in collecting such rent, or in the event no rent is owed by the Occupant of the Unit, or in the event the Unit is occupied by the Owner, then and in that event,

the Association is authorized, after notice to the Owner and any Occupant, to discontinue any and all services to the Unit, including but not limited to telephone service, water service, electric service, maintenance, and repair. The above provision shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which such Owner would otherwise be responsible.

(c) Rental Management Company. An Owner may, but shall not be required to, place his or her Unit into a rental management program through a rental management company authorized to conduct such activities pursuant to applicable law. Each Owner shall provide the Association with a copy of any rental management agreement entered into by the Owner. All rental management agreements shall be subject to the terms of the Condominium Documents, although rental management agreements may provide for more restrictive terms of use of the Unit than the restrictions in the Condominium Documents. For example, the rental management agreement could prohibit all Owners and Occupants from keeping pets in the Unit, even though Owners, but not non-Owner Occupants, are permitted to maintain pets under this Declaration. The Association shall recognize the rental management company as Owner's agent with respect to leasing of the Unit, provided that the Owner shall be ultimately responsible for all consequences of leasing the Unit.

12.3 Applicability. This Article 12 shall not apply to any leasing transaction entered into by the Developer, any Developer related entity, the Association, or the holder of any first Mortgage who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage.

ARTICLE 13: SALE OF UNITS

A Unit Owner intending to make a transfer or sale of a Unit or any interest in a Unit shall give written notice to the Board of such intention within seven (7) days after execution of the transfer or sales documents. The Unit Owner shall furnish to the Board as part of the notice (i) the name and address of the intended grantee or lessee; and (ii) such other information as the Board may reasonably require. The Board may charge a reasonable fee from the new Unit Owner to process the information related to the transfer. This Article shall not be construed to create a right of first refusal in the Association or in any third party.

Within seven (7) days after receiving title to a Unit, the purchaser of the Unit shall give written notice to the Board of his or her ownership of the Unit. Upon failure of an Owner to give the required notice within the seven-day time period provided herein, the Board may levy fines against the Unit and the Owner thereof and assess the Owner for all costs incurred by the Association in determining his or her identity.

ARTICLE 14: MAINTENANCE RESPONSIBILITY

14.1 By the Owner. Each Owner shall have the obligation to maintain and keep in good repair all portions of his or her Unit and all Limited Common Elements assigned to the Unit, except any portion of the Unit or any Limited Common Element which is expressly made the maintenance obligation of the Association as set forth in Section 14.2 below. This

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maintenance responsibility shall include, but not be limited to, the following: all glass surfaces (excluding exterior cleaning); windows, window frames, casings, and locks (including caulking of windows); all doors, doorways, door frames, and hardware that are part of the entry system of the Unit (except for periodic painting or staining of the exterior surface of exterior doors and entry doors and door frames of the Condominium); all portions of the heating and air conditioning system, including the air conditioning compressor serving the Unit and the fan coil; and routine replacement of filters, all pipes, lines, ducts, conduits, or other apparatus which serve only the Unit, whether located within or outside of a Unit's boundaries (including all gas, electricity, water, sewer, or air conditioning pipes, lines, ducts, conduits, or other apparatus serving only the Unit), all fixtures and appliances within the Unit, and all wall and floor coverings within the Unit.

(a) Some Units may contain interior support beams which are load bearing beams or walls. No Owner or Occupant shall do any act which jeopardizes or impairs the integrity of such beams.

(b) In addition, each Unit Owner shall have the responsibility:

(i) to keep in a neat, clean, and sanitary condition any Limited Common Elements serving his or her Unit including, without limitation, terraces, patios, and balconies;

(ii) to perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units;

(iii) to promptly report to the Association or its agent any defect or need for repairs for which the Association is responsible;

(iv) not to make any addition or alteration to the Unit or to the Common Elements or Limited Common Elements or to do any act that would impair the structural soundness, safety, or overall design scheme of any part of the Condominium Property or that would impair any easement or right of a Unit Owner without the prior written consent of the Association and all Unit Owners affected thereby;

(v) To pay all utilities as herein provided and all taxes against the Unit; and

(vi) to pay for the cost of repairing, replacing, or cleaning up any item which is the responsibility of the Unit Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do) or to pay for the cost of repairing, replacing, or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Unit Owner, his or her family, invitees, tenants, or guests, with the cost thereof to be added to and assessed against the Unit Owner as a specific assessment.

(c) Any repair, replacement, or modification by a Unit Owner permitted or required under this Declaration shall require the approval of the Board of Directors

of the Association to the extent that such repair, replacement, or modification is visible from any Common Element or other Unit.

14.2 By the Association.

(a) The Association shall maintain and keep in good repair as a Common Expense the "Area of Common Responsibility," which includes the following:

(i) all Common Elements;

(ii) the parking spaces that are Limited Common Elements. The Association and its agents and other duly authorized contractors are hereby granted a non-exclusive easement of access, ingress and egress to and from said Limited Common Elements for the purpose of performing the maintenance responsibility set forth herein. Any Limited Common Elements not named in this Subsection are to be maintained by Owners as set forth in Section 14.1;

(iii) the roof and the roof support systems (including the roof joists and trusses, cross beams, roof decking and underlaying, or other covering and surface materials);

(iv) periodic cleaning and/or painting and/or staining of exterior surfaces of the building and of exterior doors and entry doors and door frames, as determined appropriate by the Board;

(v) such additional portions of any property included within the Area of Common Responsibility as may be dictated by this Declaration, any of the Condominium Documents or any contract or agreement for maintenance thereof entered into or assumed by the Association; and

(vi) periodic cleaning of exterior window surfaces, as determined appropriate by the Board, but the Board shall not be obligated to clean the exterior window surfaces more than once annually.

(b) Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(c) The Association shall not be liable for injury or damage to person or property caused by the elements or by the Owner of any Unit or any other person or resulting from any utility discharge, rain, snow, or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance, or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to the Owner of any Unit or such Owner's Occupant, guest, invitee, or family for loss or damage by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. The Association shall not be liable to any Owner or any Owner's Occupant, guest, invitee, or family for any damage or injury caused in whole or in part by the Association's failure

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to discharge its responsibilities under this Article where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(d) The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile and trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board. Accessibility around personal belongings for workers to perform such repairs is the responsibility of the Unit Owner or Occupant. Removal, storage, or other protective measures of personal items are also the responsibility of the Unit Owner or Occupant. If the removal, storage, or other protective measures are not taken by the Unit Owner or Occupant and damage occurs due to the repair process, neither the Association nor the Board will be liable for such damage. Upon completion of such repairs the Association will perform cursory cleaning, but shall not be responsible for a detailed cleaning. The Board has sole discretion in defining the reasonable level, quality, and extent of the repair and subsequent cleaning. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such Persons, firms, or corporations of its choice such duties as are approved by the Board of Directors.

14.3 Alterations, Additions, Improvements by the Association. Except in the case of loss or damage to the Common Elements or Limited Common Elements as contemplated by Article 10 of this Declaration, the Association shall not make any material structural alterations, capital additions, or capital improvements to the Common Elements or Limited Common Elements (other than for the purposes of repairing, replacing, restoring, or rehabilitating portions of the Common Elements and Limited Common Elements which is in accordance with this Declaration and which does not require expenditures of more than \$10,000, over and above the funds used from the reserve fund for that purpose) unless the same is authorized by the Board of Directors and ratified by the affirmative vote of the voting members casting not less than 75% of the votes of the members of the Association present at any regular or special meeting of the Unit Owners called for that purpose at which a quorum is present and approved by a majority of the Mortgagees eligible to vote therefor. The cost of the foregoing shall be assessed against the Unit Owners as provided in Article 8 hereof except as otherwise provided in this Section 14.3. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of Unit Owners requesting same, then the cost of such alteration or additions may be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefiting therefrom, and the assessment may be levied in such proportions as may be determined to be fair and equitable by the Board of Directors. When such alterations or additions exclusively or substantially exclusively benefit the Unit Owners requesting same, said alterations and additions shall be made only when authorized by the Board of Directors and ratified by not less than 75% of the total votes of the Unit Owners exclusively or substantially exclusively benefiting therefrom.

14.4 Failure to Maintain. If the Board of Directors determines that any Owner has failed or refused to discharge properly such Owner's obligation with regard to the maintenance, repair, or replacement of items of which such Owner is responsible hereunder, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days. If the Board of Directors determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, the Association may provide any such maintenance, repair or replacement at the Owner's sole cost and expense and such costs shall be assessed against the Unit as a specific assessment and collected as provided herein for the collection of assessments.

If the Board determines that the need for maintenance, repair, or replacement is in the Area of Common Responsibility and is caused through the willful or negligent act of an Owner or Occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner or Occupant, which shall become a lien against the Unit as a specific assessment and shall be collected as provided herein for the collection of assessments.

14.5 Maintenance Standards and Interpretation. The maintenance standards and the enforcement thereof and the interpretation of maintenance obligations under this Declaration may vary as members of the Board of Directors change. These variances shall not constitute a waiver by the Board of Directors of the right to adopt and enforce maintenance standards under this Section. No decision or interpretation by the Board of Directors shall constitute a binding precedent with respect to subsequent decisions or interpretations of the Board of Directors. No Owner shall perform any maintenance which may result in a change or alteration to the exterior of the Unit without the prior written approval of the Board of Directors of the Association.

14.6 Measures Related to Insurance Coverage. The Board, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. This authority shall include, but need not be limited to, requiring all Owners to turn off cut-off valves, which may now or hereafter be installed during winter months for outside water spigots; requiring Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes; requiring Owners to install and maintain smoke detectors; requiring Owners to make improvements to the Owner's Unit; and such other measures as the Board may reasonably require.

In addition to and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board pursuant to this Section 14.6, the Association, upon ten (10) days' written notice (during which period the

Unit Owner may perform the required act or work without further liability, may perform such required act or work at the Unit Owner's sole cost. Such cost shall be an assessment and a lien against the Unit as provided herein. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this Section 14.6, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of any Unit, except that access may be had at any time without notice in an emergency situation.

14.7 Mold or Mildew. Mold and/or mildew may grow in any portion of the Condominium. The Association and each Owner shall make routine mold, mildew, and water intrusion inspections of the portions of the Condominium for which they are responsible to maintain pursuant to this Article 14 and which are accessible without having to conduct invasive testing. Upon discovery of any mold, mildew, or water intrusion, the responsible party shall, in a good and workmanlike manner, immediately repair the source of any water intrusion and remediate or replace any building materials that are affected. Remediation of mold and mildew shall be performed in accordance with industry-accepted methods in place at the time of such remediation. Notwithstanding anything to the contrary contained herein, Developer shall have no obligation to perform any invasive testing or inspections, maintenance, or repairs in accordance with this Section and shall not be held liable for any loss or damage caused by the failure of the Association or an Owner to perform their obligations herein, as the Association, each Owner and all affiliates, agents, successors, and assigns shall indemnify, defend, and hold Developer and all Developer Related Entities harmless from any claim related to mold, mildew or similar causes.

ARTICLE 15: PARTY WALLS

15.1 General Rules of Law to Apply. Each wall built as a part of the original construction of the Units which shall serve and separate any two (2) adjoining Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

15.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions, provided, in the event that the repair's cost is covered wholly or partially by insurance obtained pursuant to Article 10, the responsibility for such repair shall be governed by Articles 10 and 14 above.

15.3 Damage and Destruction. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner or Owners who have benefited by the wall may restore it and the Association shall reimburse said Owner(s) for the cost incurred, without prejudice, however, to the Association's right to seek reimbursement from or withhold payment to the Owners or others under any rule of law or provision in this Declaration regarding liability for negligent or willful acts or omissions.

15.4 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

ARTICLE 16: EMINENT DOMAIN

16.1 Taking of Common Elements. If any portion of the Common Elements on which improvements have been constructed is taken by eminent domain pursuant to section 35-8A-107(c) of the Act, the portion of the amount attributed to the Common Elements taken shall be paid to the Association and, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the Total Eligible Association Vote shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor. The provisions of Article 10, applicable to Common Elements improvements damage, shall govern replacement or restoration and the actions to be taken if such improvements are not restored or replaced.

16.2 Taking of Entire Unit. If an entire Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not be practically or lawfully used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired by the eminent domain action. Upon acquisition, unless the eminent domain decree provides otherwise, such Unit's allocated interests shall be reallocated automatically to the remaining Units in proportion to the respective allocated interests of those Units before the condemnation, and the Association shall promptly prepare, execute, and record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after a part of such Unit is condemned shall become a Common Element.

16.3 Partial Taking of Unit. If part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired by eminent domain. Upon acquisition by eminent domain, unless the eminent domain decree provides otherwise, such Unit's percentage interest in the Common Elements shall be reduced in proportion to the reduction in the size of the Unit, and the portion of the allocated interests divested from the partially acquired Unit shall be automatically reallocated to that Unit and the remaining Units in proportion to the respective allocated interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

ARTICLE 17: DEVELOPER RIGHTS

17.1 Right to Appoint and Remove Directors. Subject to Section 17.2 and the limitations set forth in this Section 17.1 below, the Developer shall have the right to appoint and remove any member or members of the Board of Directors of the Association. The Developer's authority to appoint and remove members of the Board of Directors of the Association shall expire on the first to occur of the following:

(a) sixty (60) days after seventy-five percent (75%) of the Units that may be created in the Condominium have been conveyed by the Developer to Unit Owners other than a Person or Persons constituting the Developer;

(b) two (2) years after the Developer has ceased to offer Units at the Condominium for sale in the ordinary course of business; or

(c) the date on which the Developer voluntarily relinquishes such right by executing and recording an amendment to this Declaration, which shall become effective as specified in such amendment.

17.2 Number and Terms of Directors Appointed by Developer. The Board of Directors of the Association shall be comprised initially of no more than three (3) directors, who shall be appointed, removed, and/or replaced by the Developer and whose terms shall expire at the time of expiration of the rights of the Developer to appoint and remove directors as set forth above. Notwithstanding the foregoing, pursuant to section 35-8A-303 of the Act, not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Developer, the Unit Owners other than Developer shall be entitled to elect twenty-five percent (25%) of the members of the Board. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Developer, not less than thirty-three and one third percent (33 1/3%) of the members of the Board may be elected by the Unit Owners. The Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least one Unit.

17.3 Sale and Leasing of Units. Notwithstanding anything to the contrary contained herein, the Developer shall have the right to sell or lease Units and to erect and maintain signs to facilitate such sales or leases as it, in its sole discretion, deems appropriate and shall not be required to comply with the provisions of this Declaration or the Rules and Regulations regarding signs, sales, and leases.

17.4 Development Period. Notwithstanding any provisions in the Condominium Documents and any related documents, during the Development Period, it shall be expressly permissible for Developer and any builder or developer approved by Developer to maintain and carry on, upon such portion of the Condominium as Developer may deem necessary (and a non-exclusive easement within the Condominium shall exist in favor of the foregoing), such facilities and activities as in the sole opinion of Developer may be required, convenient, or incidental to Developer's and such builder's or developer's development, construction, and sales activities related to property described on Attachment "1" to this Declaration, including, but without limitation, the right of access, ingress, or egress for vehicular and pedestrian traffic over, under, on, or in the Condominium; the right to tie into any portion of the Condominium with streets, driveways, parking areas, and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), install, lay, replace, relocate, maintain, and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water, sewer, and drainage lines and facilities constructed or installed in, on, under and/or over the Condominium; the right to carry on sales and promotional activities in the Condominium and the right to construct and operate business offices, signs, construction trailers, model units, and sales offices. Developer and any such builder or developer may use an unlimited number of Units or offices owned or leased by Developer or such builder or developer as model units and sales offices, which may be of any size and on any location of the Condominium and which offices may be initially designated by the Developer as a model unit or as Common Elements pursuant to section 35-8A-

215 of the Act. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the Person causing the damage at its sole expense.

17.5 Status of Unsold Units.

(a) Developer shall be deemed to be the Owner of each Unit which has not been conveyed to a person other than the Developer. Unless otherwise provided in the Condominium Documents, the Developer shall be entitled to all rights and privileges available to, and shall be subject to any and all obligations and duties imposed upon the Owner of any such Unit under the Condominium Documents.

(b) Any person having a first mortgage lien against any Unit which has not been conveyed to a person other than Developer, whether under a blanket mortgage affecting the Condominium Property generally or under a mortgage on one or more specific Units, shall be deemed to be a Mortgagee with respect to any such Unit, and shall be entitled to all rights and privileges available to a Mortgagee of any such Unit under the Condominium Documents so long as the Mortgagee has given notice to the Association that it is a Mortgagee.

(c) Notwithstanding the provisions of Sections 8.2 and 17.5(a) above, no assessments shall be imposed by the Association against the Developer as the Owner of unsold Units until sixty (60) days after the conveyance of the first Unit. During such period, Developer shall be responsible for the Common Expenses and Limited Common Expenses of the Condominium Property, except that the Developer shall be entitled to use and apply to the payment of such Common Expenses and Limited Common Expenses any and all assessments made against the Unit Owners other than Developer and collected by the Association for Common Expenses and Limited Common Expenses, including the two months' assessment paid by each Owner as working capital. The Developer shall be solely responsible for the maintenance, repair, and operation of the private elements of the unsold Units.

17.6 Electronic Transmitting/Receiving Equipment. Developer reserves the right for it or an affiliate to use any portion of the Common Elements, including, but not limited to, the roof of the building, to place electronic transmitting or receiving equipment or antenna. Developer or its affiliate may lease or assign such rights to other persons without the approval of any Unit Owner or the Association.

17.7 Transfer or Assignment. Any or all of the special rights and obligations of the Developer set forth in the Condominium Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Developer has under this Declaration or the Act. Upon any such transfer, the Developer shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama.

ARTICLE 18: EASEMENTS

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18.1 Use and Enjoyment. Each Unit Owner and Occupant shall have a right and non-exclusive easement of use and enjoyment in and to the Common Elements (including the right of access, ingress and egress to and from his or her Unit over those portions of the Condominium designated for such purposes) and such easement shall be appurtenant to and shall pass with the title to each Unit, subject to the rights of the Unit Owners to the exclusive use of the Limited Common Elements assigned to their respective Units and to the right of the Association to control the use and enjoyment of the Common Elements as provided by the terms of this Declaration including, but not limited to, the right of the Association to suspend use privileges as provided herein. Every portion of a Unit and all Limited Common Elements contributing to the support of an abutting Unit shall be burdened with an easement of support for the benefit of such abutting Unit.

18.2 Utilities and Drainage. To the extent that the sprinkler system or any utility or drainage line, pipe, wire, or conduit serving any Unit, Units, or the Common Elements shall lie wholly or partially within the boundaries of another Unit or the Common Elements, such other Unit, Units, or the Common Elements shall be burdened with an easement for the use, maintenance, repair, and replacement of such sprinkler system, utility, or drainage line, pipe, wire, or conduit, such easement to be in favor of the Unit, Units, or Common Elements served by the same and the Association. It shall be the obligation of the benefited Owner to maintain, replace, and repair any pipe, line, conduit, duct, or wire owned by such Owner, even if such pipe, line, conduit, duct, or wire is located in the Unit of another Owner. In such circumstance, the benefited Owner shall repair all incidental damage to any Unit or the Common Elements resulting from performance of any such work. All Unit Owners hereby covenant and agree that, as finished levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready." Components that may require repair or replacement, such as tile or trim, will be reinstated only to the extent that matching or similar materials are readily available at reasonable costs, as determined in the sole discretion of the Board.

18.3 Pest Control. The Association may, but shall not be obligated to, as a Common Expense, dispense chemicals for the extermination of insects and pests within the Units, Common Elements, and Limited Common Elements. In the event the Association chooses to provide such pest control, the Association and its duly authorized contractors, representatives, and agents shall have an easement to enter Units for the purpose of dispensing chemicals for the extermination of insects and pests within the Units, Common Elements, and Limited Common Elements. Each Unit Owner shall either provide a key to the Unit or Limited Common Element for purpose of such entry or have someone available at such times as are designated by the Board to allow entry into the Unit or Limited Common Element for this purpose. The Association shall not be liable for any illness, damage or injury caused by the dispensing of these chemicals for this purpose.

18.4 Developer Easements. During the Development Period, the Developer and its duly authorized contractors, representatives, agents, and employees shall have: (a) an easement for the placement and maintenance of signs, a sales office, a business office, promotional facilities and model units on the Condominium, together with such other facilities as in the opinion of Developer may be reasonably required, convenient, or incidental to the

completion, renovation, improvement, development, or sale of Units; and (b) a transferable non-exclusive easement on, over, through, under, and across the Common Elements and Limited Common Elements for the purpose of making improvements on the Condominium or any portion thereof, for the purpose of making such improvements and changes as permitted in Article 3, for the purpose of installing, replacing, repairing, and maintaining all utilities serving the Condominium and for the purpose of doing all things reasonably necessary and proper in connection therewith. In addition, Developer shall have an easement to conduct all activities and for exercising all rights set forth in Article 17 of this Declaration. The easements set forth herein shall be exercised with a reasonably minimum interference to the Owners' right and non-exclusive easement of use and enjoyment in and to the Common Elements and/or Limited Common Elements.

18.5 Easement for Use of Leased or Acquired Property. Each Unit Owner shall have a nonexclusive easement for the use of any property hereafter acquired by the Association for the common benefit of the Owners by purchase, lease, or otherwise for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Condominium Documents and the Rules and Regulations.

18.6 Easement for Support. Each Unit and the Common Elements and Limited Common Elements shall have an easement of support from every other Unit, Common Elements, or Limited Common Elements which provide such support.

18.7 Easement for Use of Limited Common Elements. Each Owner of the Limited Common Elements shall have an easement for the repair, maintenance, and upkeep of the Limited Common Elements and for the ingress and egress to and from the Limited Common Elements for so long as the Limited Common Elements exist. The aforesaid easement shall be for the benefit of each Unit Owner for which the Limited Common Element is appurtenant.

18.8 Additional Easements. Developer hereby reserves, creates, establishes, promulgates, and declares non-exclusive, perpetual, reciprocal, appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between adjoining Units and between each Unit and the Common Elements. Developer hereby also reserves any easements set forth in section 35-8A-216 of the Act and in the Permitted Exceptions attached hereto as Attachment "2" and each Owner, by acceptance of a deed to a Unit, acknowledges and agrees that its ownership of a Unit and its undivided interest in the Common Elements shall be subject to the Permitted Exceptions. In addition, to the extent that the easements contained in the Permitted Exceptions are covenants running with the property comprising the Condominium, the Association hereby assumes all of the rights and obligations related to the Condominium set forth therein.

18.9 Easements Appurtenant to Units. The easements and other rights created herein for Unit Owners shall be appurtenant to the Unit of that Owner and all conveyances of title to the Unit shall include a conveyance of the easements and rights as are herein provided even though no specific reference to such easements and rights appear in such instrument. The Owners do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

ARTICLE 19: RIGHTS OF MORTGAGEES

19.1 Notification of Mortgagees Required. Any Mortgagee shall have the right to be given written notification by the Association of (a) any sixty (60) day default by the Owner of the Unit covered by the Mortgage in the payment of assessments or in any other provision of the Condominium Documents; (b) any loss to or taking of the Common Elements or Limited Common Elements if such loss or taking exceeds \$10,000; (c) damage to a Unit covered by the Mortgage if the amount of such damage exceeds \$1,000; (d) any condemnation of all or a portion of the Condominium Property; (e) a lapse or cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (f) any proposed action that requires the consent of a specified percentage of Mortgagees if such Mortgagee has given notice to the Association of its interest in the Condominium.

19.2 Right of Inspection. Mortgagees shall have the right to examine the books and records of the Association or the Condominium Property and to receive annual reports, other financial data, and, upon request, an annual audited statement within ninety (90) days following the end of any fiscal year of the Association.

19.3 Required Reserve Funds and Working Capital Fund. Assessments levied by the Board of Directors of the Association shall include an adequate reserve fund for maintenance, repair, and replacement of those Common Elements and Limited Common Elements that must be replaced or repaired on a periodic basis, and shall be payable in regular installments rather than by special assessments. Special assessments may be levied by the Board in the event that there is insufficient money in the reserve fund for the maintenance, repair, or replacement of any portion of the Common Elements or Limited Common Elements. A working capital fund shall be established and each Unit Owner purchasing a Unit from the Developer shall pay a one-time assessment equal to two months' assessment at the time of closing of the purchase of the Unit to be used by the Association as working capital to pay for such start up costs of the Association as the Board of Directors sees fit.

19.4 Priority of Mortgagees

(a) Any lien which is or may be created hereunder upon any Unit, including, but not limited to, the lien created for assessments under Section 8.2 hereof and the right to foreclose the same is and shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any Mortgage upon such interest made in good faith and for value and recorded prior to the creation of the lien hereunder, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to Section 8.2 hereof on the interest of the purchaser as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date of such foreclosure sale, said lien, if any, shall be claimed and shall have the same effect and be enforced in the same manner provided herein. Notwithstanding the above, the lien created pursuant to Section 8.2 hereof is prior to any Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six months immediately preceding institution of an action to enforce the lien.

(b) No provision of this Declaration, the Articles of Incorporation or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of the Mortgagees of the Units pursuant to their Mortgages in the case of distribution to Unit Owners of the insurance proceeds or condemnation awards for losses or a taking of Units or the Common Elements, the Limited Common Elements, or any portion thereof.

(c) As provided in the Act, all assessments, property taxes, and other charges imposed by any taxing authority which may become liens prior to a Mortgage, shall be separately assessed against and collected on each Unit as a single parcel, and not on the Condominium Property as a whole.

(d) No breach of the covenants, conditions, or restrictions herein contained shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of said covenants, conditions, and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

19.5 Request for Protection by Mortgagees. Whenever the holder of any Mortgage desires the benefit of the provisions of this Article 19 to be applicable to it, it shall serve written notice of such fact upon the Association, by registered or certified mail, addressed to the Association, and actually mailed to its address stated herein, identifying the Unit upon which it holds a Mortgage or identifying any Units owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by it. Said notice shall designate the place to which the notices are to be given by the Association to such Mortgagee.

ARTICLE 20: DISCLOSURES

Each Owner and Occupant acknowledges the following:

(a) No representations are made that any Unit is or will be soundproof or that sound may not be transmitted from one Unit to another or from the parking on level one (1) to any Unit.

(b) Other than any Plat which has been filed of record, any Unit floor plan received by a prospective Unit purchaser and the dimensions and square footage shown thereon are only approximations. Any such purchaser who is concerned about any representation regarding any such Unit floor plan should conduct his or her own investigation as to the dimensions, measurements, and square footage of the Unit in question.

(c) All Owners and Occupants acknowledge and understand that the Developer may be renovating portions of the Condominium and/or engaging in other construction activities related to the construction of the Common Elements. Such construction activities may produce, from time to time, certain conditions on the Condominium, including, without limitation: (a) noise or sound that is objectionable because of its volume, duration, frequency, or shrillness; (b) smoke; (c) obnoxious odors; (d) dust and dirt; (e) unusual fire or explosion hazards; (f) temporary interruption of utilities; and/or (g) other conditions that may threaten the safety or security of Persons on the Condominium. Notwithstanding the foregoing,

all Owners and Occupants agree that such conditions on the Condominium resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause the Developer and its agents to be deemed in violation of any provision of this Declaration.

(d) Exposed concrete surfaces in portions of the Condominium that are not heated and/or cooled are subject to cracking due to water penetration, expansion, and contraction of the concrete with temperature changes, settlement of the building, and such other similar causes.

(e) Typical residential uses may cause condensation to appear on the interior portion of the windows and the glass surfaces causing fogging to occur. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining; damage to surrounding seals, caulk, paint, woodwork, and sheetrock; and, potentially, the growth of mildew and/or mold.

20.1 Security. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium. Each Owner, on behalf of such Owner and the Occupants, guests, licensees, and invitees of the Unit acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in and to the Condominium. It shall be the responsibility of each Owner to protect such Owner's person and property and all responsibility to provide security shall lie solely with each Unit Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.

Neither the Association nor the Developer shall in any way be considered insurers or guarantors of security within the Condominium, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measures cannot be compromised or circumvented or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and covenants to inform its tenants and all Occupants of its Unit that the Association, its Board of Directors and committees, and the Developer, are not insurers and that each Person using the Condominium assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties.

In addition, each Owner and Occupant of a Unit, and their respective lessees, invitees, and guests shall be responsible for the security of their data which may be stored in electronic format and accessed via a wireless internet connection while within the Condominium. The Association may, but shall not be obligated to, maintain certain authentication servers, dedicated "Virtual Private Networks" (VPNs), "Wi-Fi Protected Area" encryption systems (WPA), access control policies, internet firewalls, and other internet security features within any Wi-Fi hot spot located within the Condominium designed to provide a layer of protection against hackers, known computer viruses, and other forms of cyber attack for users of personal computers, laptops, and internet capable cellular phones, personal digital assistants, and other internet capable devices. Neither the Association, the Developer, nor any successor Developer shall in any way be considered insurers or guarantors of internet security within the Condominium or the

building, nor shall any of them be held liable for any loss of service, data theft, or damage by reason of failure to provide adequate security or ineffectiveness of internet security measures undertaken. Each Owner acknowledges, understands, and covenants to inform its employees, lessees, and all Occupants of its Unit that the Association, its Board, the Developer, and any successor Developer are not insurers of safety or security of any kind, and that each Person within the Condominium and the building assumes all risks of loss of service, data theft, or damage to personal property resulting from acts of third parties. Any costs incurred by the Association to provide such services shall be paid by the Association and shall be charged to all Units as part of the general assessment or as a special assessment, or only to those certain Units benefited thereby, as a specific assessment, as determined by the Board in its sole discretion.

20.2 Parking Spaces. Neither the Developer nor the Association shall be held liable for loss or damage, including water damage, to any property placed or kept in any parking area in the Condominium. Each Owner or Occupant with use of any parking space that may be made available within the Condominium, who places or keeps a vehicle and/or any personal property in the vehicle or parking space does so at his or her own risk.

20.3 Unit Keys. Each Unit Owner shall provide the Association with a key to the Unit to be used by the Association for maintenance, emergency, security, or safety purposes as provided in Section 9.1 of this Declaration and for pest control, if necessary, as provided in Section 18.3 of this Declaration. Additionally, at the request of the Association, each Owner, by acceptance of a deed to a Unit, agrees to provide the Association with a key to the Unit and the security alarm code, if any, to be used by the Association for the aforesaid purposes. Neither the Developer nor the Association shall be liable for any loss or damage due to its holding such key, or use of such key for the purposes described above and each Unit Owner shall indemnify and hold harmless the Developer, the Association, and its officers and directors against any and all expenses, including attorneys' and other legal fees, reasonably incurred by or imposed upon the Developer, the Association or its officers or directors in connection with any action, suit or other proceeding (including settlement of any such action, suit or proceeding) brought by the Unit Owner or the Unit Owner's family, tenants, guests, employees, invitees, or licensees against the Developer, the Association, its officers or directors arising out of or relating to its holding or use of such key for the purposes described above. Additional provisions regarding Unit keys may be promulgated as part of the Rules and Regulations of the Association.

ARTICLE 21: AMENDMENT

21.1 Amendments by Developer. Without limiting the rights of the Developer to alter the Plat as described in Section 3.3 above, and notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect, none of which shall be construed as to relieve the Developer from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium Documents.

(a) The Developer reserves the right to amend the Bylaws of the Association until such time as Developer relinquishes control of the Association as provided in Section 17.1.

(b) The Developer reserves the right to amend this Declaration, so long as there is no Unit Owner other than the Developer.

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(c) The Developer reserves the right at any time to amend this Declaration without the consent of other Owners if required by any Mortgagee as a condition of making a loan secured by an interest in a Unit in order to meet the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association; provided that any such changes or amendments requested by a Mortgagee shall not materially affect the rights of the Unit Owners or the value of the Condominium Unit or the undivided interest in the Common Elements or Limited Common Elements, if any, attributable to each Unit Owner.

21.2 Amendments by Unit Owners. At such time as there is a Unit Owner other than the Developer, then, in addition to the amendments permitted under Section 21.1 above, the Declaration may be amended in the following manner:

(a) A proposal to amend this Declaration may be considered at any meeting of the members of the Association called for that purpose in accordance with the provisions of the Bylaws; provided that the Association provides prior written notice of such meeting to the Mortgagees as provided in Section 19.1 above. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than sixty-seven percent (67%) of the Total Eligible Association Vote and by the affirmative vote of the Mortgagees representing fifty-one percent (51 %) of the total allocated votes of the Units subject to Mortgages.

(b) Notwithstanding the foregoing, no amendment to the Declaration under this Article 21 shall:

(i) change a Unit, including the ownership in Common Elements, responsibility for Common Expenses and voting rights, without the prior written approval of the Unit Owner or Unit Owners so affected and prior written approval of the holders of record of any Mortgage or other liens on the Unit or Units so affected; or

(ii) change, impair, or prejudice the rights of Developer or change the provisions of this Declaration with respect to the Developer's rights hereunder without Developer's prior written approval.

21.3 Effectiveness of Amendments. A copy of each amendment so adopted shall be certified by the President or a Vice President and Secretary or Assistant Secretary of the Association as having been duly adopted, and shall be effective when recorded in the Probate Court of Tuscaloosa County, Alabama.

ARTICLE 22: TERMINATION

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22.1 Destruction of the Condominium Property

(a) Notwithstanding anything to the contrary contained in this Declaration, if the Board of Directors shall determine that either of the following conditions exist:

(i) Two -thirds (2/3) or more of the Units in the Condominium Property shall have been destroyed or substantially damaged by fire or other casualty; or

(ii) The Condominium Property has been in existence in excess of forty (40) years and substantially all of the Units in the structure have substantially deteriorated and have been rendered substantially obsolete.

Then the Board of Directors may call a meeting of the members of the Association to consider and vote upon whether to restore, repair and/or rebuild the Condominium Property, and if not, whether to terminate the Declaration and remove the Condominium Property from the provisions of the Act. If the termination of the Declaration and the removal of the Condominium Property from the provisions of the Act is approved by the affirmative vote of at least eight percent (80%) of the Owners of all Units (based upon one vote for each Unit) and by at least sixty-seven percent (67%) of all Mortgagees (based upon one vote for each Mortgage owned) after notice given as provided in Section 19.1 hereof, the Declaration and plan of condominium ownership established herein shall be subject to termination as provided in the Act and the Association shall be authorized to file on behalf of and in the name of the Unit Owners a petition for such termination and removal with the Circuit Court of Tuscaloosa County, Alabama. If less than eighty percent (80%) of the Owners of all Units and/or less than sixty-seven percent (67%) of the Mortgagees vote in favor of terminating the Condominium Property as herein required, the Condominium Property shall be restored, repaired, and/or rebuilt in accordance with the provisions of Article 10.

(b) In the event that the Circuit Court of Tuscaloosa County shall grant the petition for termination of this Declaration and the plan of condominium ownership as provided in Subsection (a) above, all of the Owners of Units shall be and become tenants in common as to ownership of the land and remaining improvements thereon. The undivided interest in the land and related improvements, except for Limited Common Elements, held by the Owner of each Unit shall be the same as the undivided interest in the Common Elements which were formerly appurtenant to such Unit, and the lien of any Mortgage or other encumbrance upon each Unit shall attach to the percentage of undivided interest of the Owner of a Unit in the land and then remaining improvements as above provided. The Owner of the Limited Common Elements shall have an undivided interest in said Limited Common Elements which is the same as the undivided interest in the Limited Common Elements formerly appurtenant to the Units owned by such Owners, and the lien of any Mortgage or other encumbrance upon such Units shall attach to the undivided interest in the Limited Common Elements. Upon termination of this Declaration and the plan of condominium ownership established herein, the Owners of all Units still inhabitable shall, within sixty (60) days from the date of the grant of the petition, deliver possession of their respective Units to the Association, or, if the former Units are for sale, may

make arrangements for the purchaser thereof from the Association at fair market value. Upon such delivery of possession, the Owners of inhabitable Units and their respective Mortgagees, as their interests may appear, shall become entitled to participate proportionately together with all Owners of uninhabitable Units in the distribution of proceeds in the possession of the Association or Insurance Trustee. Upon such termination of this Declaration and the plan of condominium ownership established herein, the Association or the Insurance Trustee, as the case may be, shall distribute any insurance indemnity which may be due under any policy of casualty insurance to the Owners of the Units and their Mortgagees as their respective interests appear, such distribution to be made to the Owner of each Unit in accordance with his then undivided interest in the land and remaining improvements as provided herein. The land and any remaining improvements thereon shall be subject to all easements of record, except the easements created in the Condominium Documents. The assets of the Association upon termination of the plan of condominium ownership created by this Declaration shall then be distributed to the Owner of each Unit and his Mortgagee, as their respective interests may appear, in the same manner as above provided for the distribution of any final insurance indemnity.

22.2 Termination by Consent. Except in the event of this Declaration and plan of condominium ownership established herein being terminated as provided above, this Declaration and said plan of condominium ownership may only be otherwise terminated by the consent of ninety percent (90%) of the Owners of all Units and all parties holding Mortgages, liens or other consensual encumbrances, against any of said Units, in which event the termination of the Condominium Property shall be by such plans as may then be unanimously adopted by said Owners and parties holding Mortgages, liens, or other encumbrances, subject to the applicable provisions of the Act. Such election to terminate this Declaration and the plan of condominium ownership established herein shall be evidenced by a termination agreement executed in writing by all of the aforesaid parties in recordable form, and such instrument shall be recorded in the Probate Office of Tuscaloosa County, Alabama.

ARTICLE 23: MISCELLANEOUS

23.1 Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, any use restriction or rule, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

23.2 Fair Housing. The provisions of the Condominium Documents shall be subordinate to the Fair Housing Amendments Act of 1988, 432 U.S.C. § 3601, *et seq.* (hereinafter referred to as "FHAA") and shall be applied so as to comply with the FHAA. In the event that there is a conflict between or among the Condominium Documents and the FHAA, the FHAA shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Declaration conflicts with the FHAA, the Board of Directors, without the consent of the Owners or of the Developer, shall have the unilateral right to amend this Declaration for the purpose of bringing this Declaration into compliance with the FHAA. Furthermore, the Board shall have the unilateral right to assign portions of the Common Elements as Limited Common Elements to one (1) or more Owners or Occupants should such action be required in order to make a reasonable accommodation under the FHAA.

23.3 Compliance. Every Owner and Occupant of any Unit shall comply with this Declaration, the Bylaws, and the Rules and Regulations of the Association. Failure to comply shall be grounds for an action by the Association or, in a proper case, by any aggrieved Unit Owner(s) to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 9.2 and elsewhere in this Declaration.

23.4 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any Person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

23.5 Captions. The captions of each Article and Section hereof, as to the contents of each Article and Section, are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

23.6 Notices. Notices provided for in this Declaration or the Articles or Bylaws shall be in writing and shall be addressed to any Owner or Occupant at the address of the Unit and to the Developer or the Association at the address of their respective registered agents in the State of Alabama. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Notices addressed as above shall be deemed delivered three (3) business days after mailing by United States registered or certified mail, postpaid or upon delivery when delivered in person, including delivery by Federal Express or other reputable courier service.

23.7 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

23.8 Use of the "Crimson Commons Condominium" Name or Logo. No Person shall use the "Crimson Commons Condominium" name or logo or any derivative of any of the same in any printed or promotional material without the Developer's prior written consent, which may be withheld at Developer's sole discretion. However, Owners may use the words "Crimson Commons Condominium" in printed or promotional matter where such terms are used solely to specify that particular property is located within the Condominium and the Association, and the Developer shall be entitled to use the words "Crimson Commons Condominium" and/or "Crimson Commons" in its name(s).

23.9 Indemnification. To the fullest extent allowed by the Alabama Nonprofit Corporation Act and in accordance therewith, the Association shall indemnify every current and former officer, director, and committee member against any and all expenses, including, but not limited to, attorneys' and other legal fees, imposed upon or reasonably incurred by any officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to

which such officer, director, or committee member may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer, director, and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member or former officer, director or committee member may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is reasonably available.

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

23.11 Attachments. Attachments "1" through "8", attached to this Declaration are an integral part of this Declaration.

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

23.13 Tax Matters. Developer makes no representations or warranties regarding the tax treatment of any of the units in the Condominium, and Purchaser should consult with his or her personal tax advisor regarding any and all tax matters related to the purchase of a Condominium unit.

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MORTGAGEE CONSENT

Regions Bank ("Lender"), beneficiary under a Mortgage dated January 10, 2008, and recorded on January 14, 2008, in the Office of the Judge of Probate of Tuscaloosa County, Alabama at Mortgage Book 2008, Page 3826 (as amended and/or modified from time to time, the "Mortgage"), for itself and its successors and assigns, approves the foregoing Declaration of Condominium for Crimson Commons Condominium (the "Declaration") and Lender agrees and acknowledges that, upon recordation of the Declaration, the restrictive covenants contained in the Declaration will run with the land which serves as security for the debt evidenced by the Security Deed and further agrees that any foreclosure or enforcement of any other remedy available to Lender under the Security Deed will not render void or otherwise impair the validity of the Declaration.

Dated: July 28, 2009.

LENDER:
REGIONS BANK

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By: Michael A. Mitchell
Michael A. Mitchell
Its Vice President

STATE OF ALABAMA §
 § ss.
COUNTY OF TUSCALOOSA §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Michael A. Mitchell, whose name as vice president of Regions Bank is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand on this the 28 day of July, 2009.

Vanessa J Powell
Notary Public
My Commission Expires: _____

ATTACHMENT "1"

LEGAL DESCRIPTION

Crimson Commons Condominium, being A Resurvey of The Resurvey of Lots 7, 8, 9 and 10 Block "C" of Hopson-Owen Survey, as recorded in Plat Book 2009, at Page 0034 in the Probate Office of Tuscaloosa County, Alabama, and being located in the Southwest Quarter of the Northwest Quarter of Section 23, Township 21 South, Range 10 West, Tuscaloosa County, Alabama.

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ATTACHMENT "2"

PERMITTED EXCEPTIONS

1. Right of Way to Alabama Power Company recorded in Deed Book 2008, at Page 23542 in the Probate Office of Tuscaloosa County, Alabama.
2. Permanent Easement or Right of Way for Sidewalk to the City of Tuscaloosa recorded in Deed Book 2009, at Page 10453 in the Probate Office of Tuscaloosa County, Alabama.
3. All other easements, rights of way, and encumbrances of record.

[Developer reserves the right to amend the Declaration upon the recording of any other exception documents affecting the Condominium.]

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ATTACHMENT "3"

ALLOCATED INTERESTS AND VOTES

[See Attached]

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ALLOCATED INTERESTS AND VOTES

UNIT	COMMON ELEMENTS ALLOCATED INTEREST	VOTE
100	0.0316	3
101	0.0333	3
102	0.0298	3
103	0.0301	3
104	0.0208	2
105	0.0210	2
106	0.0208	2
107	0.0210	2
108	0.0208	2
109	0.0210	2
110	0.0208	2
111	0.0210	2
112	0.0208	2
113	0.0210	2
114	0.0208	2
115	0.0210	2
116	0.0298	3
117	0.0209	2
118	0.0316	3
119	0.0209	2
121	0.0212	2
200	0.0316	3
201	0.0333	3
202	0.0298	3
203	0.0301	3
204	0.0208	2
205	0.0210	2
206	0.0208	2
207	0.0210	2
208	0.0208	2
209	0.0210	2
210	0.0208	2
211	0.0210	2
212	0.0208	2
213	0.0210	2
214	0.0208	2
215	0.0210	2
216	0.0298	3
217	0.0209	2
218	0.0316	3
219	0.0209	2
221	0.0212	2
TOTAL	1.0000	96

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ATTACHMENT "4"

BYLAWS OF THE ASSOCIATION

[See Attached]

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**BYLAWS
OF
CRIMSON COMMONS ASSOCIATION, INC.**

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ARTICLE 1: THE ASSOCIATION

1.1 Identity. These are the Bylaws of Crimson Commons Association, Inc., a not for profit corporation (the "Association"), which was formed under the Alabama Nonprofit Corporation Act, §§ 10-3A-1 *et seq. Code of Alabama* (1975) by filing the Articles of Incorporation of the Association (the "Articles") with the Office of the Judge of Probate of Tuscaloosa County, Alabama, on July 29, 2009. The Association has been organized for the purpose of providing for the operation, management, maintenance, control, and administration of Crimson Commons Condominium, (the "Condominium"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991 §§ 35-8A-101 *et seq. Code of Alabama* (1975) and the Declaration of Condominium of Crimson Commons Condominium (the "Declaration") as filed with the Office of the Judge of Probate of Tuscaloosa County, Alabama in accordance with the provisions of said Act.

1.2 Principal Office. The principal office of the Association in the State of Alabama shall be located at 2000 Lay Dam Road, Clanton, AL 35045. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate or as the business of the Association may require from time to time.

1.3 Registered Office. The registered office of the Association, required by the Alabama Nonprofit Corporation Act to be maintained in the State of Alabama, may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2: MEETINGS AND VOTING

2.1 Annual Meeting. The annual meeting of the Membership (defined to include all record Owners of Units in the Condominium) shall be held in the month of January each year, beginning with the year 2010 on a date to be designated by the Board of Directors, or at such other time as shall be fixed by the Board of Directors, for the purpose of electing directors, if the period of Developer control has ended, and for the transaction of such other business as may come before the meeting.

2.2 Special Meetings. Special meetings of the Membership, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by a majority of the Board of Directors and shall be called by the President or the Secretary at the request of holders of not less than ten percent (10%) of all the outstanding votes of the Membership.

2.3 Place of Meeting. The Board of Directors may designate any place, within or without the State of Alabama, as the place of meeting for any annual meeting or for any special meeting of the Membership. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Association in the State of Alabama.

2.4 Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of an annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

2.5 Fixing of Record Date. The Board of Directors may fix in advance a date as the record date for the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or for any other proper purpose; such date in any case to be no more than thirty (30) days and, in case of a meeting of the Membership, not less than ten (10) days prior to the date on which the particular action, requiring such determination of members, is to be taken. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of the Membership, the date on which notice of the meeting is mailed shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of the Membership has been made as provided in this section, such determination shall apply to any adjournment thereof.

2.6 Voting Lists. The officer or agent having charge of the records of members of the Association shall make, at least ten (10) days before each meeting of the Membership, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each member and the number of votes to which he is entitled, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any member making written request therefore at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting.

2.7 Quorum. The presence at any meeting of the Membership of the members entitled to cast thirty percent (30%) of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted

at the meeting as originally notified. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.8 Majority Vote. The vote of members entitled to cast a majority of the votes represented at a meeting of the Membership at which a quorum is present shall be the act of the members of the Association, unless the vote of a greater number is required by law, the Declaration, the Articles, or these Bylaws.

2.9 Proxies. At all meetings of the Membership, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. A proxy is void if it is not dated or purports to be revocable without notice. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after one year from the date of its execution, unless a shorter term is provided in the proxy.

2.10 Voting Rights. In any situation where there is more than one Owner of a Unit, the vote(s) for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote(s) shall be suspended if more than one Person seeks to exercise the same. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee of such Owner or by any individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association.

2.11 Informal Action by Members. Any action required to be taken at a meeting of the Membership, or any other action which may be taken at a meeting of the Membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE 3: BOARD OF DIRECTORS

3.1 General Powers. The business and affairs of the Association shall be managed by or under the direction of its Board of Directors.

3.2 Number, Tenure and Qualifications. The number of directors of the Association shall consist of not less than three (3) nor more than seven (7) directors, with the exact number to be fixed from time to time by the members holding a majority of the votes of the Association. The initial Board of Directors shall consist of three (3) directors.

3.3 Election of Directors.

(a) Election of directors shall be held at the annual meeting of the Membership. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. The owner of each whole Unit

shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled at the time of the election. There shall be no cumulative voting.

(b) Notwithstanding the provisions of subparagraph (a) above, the Developer (as defined in the Declaration), its successors and assigns, shall elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies until such time as either (a) sixty (60) days have elapsed since 75% of the Units have been conveyed to purchasers of Units other than Developer, or (b) two (2) years after Developer has ceased to offer Units at the Condominium for sale in the ordinary course of business, or (c) Developer elects, at its option, to terminate control of the Association, whichever first occurs. Not later than ninety (90) days after conveyance of 25% of the Units to Unit Owners other than Developer, the Unit Owners other than Developer shall be entitled to elect 25% of the members of the Board of Directors. Not later than ninety (90) days after the conveyance of 50% of the Units to Unit Owners other than Developer, not less than 33 1/3% of the members of the Board of Directors may be elected by the Unit Owners. The Developer shall be entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least one (1) Unit. Within sixty (60) days before the date of termination of control of the Association by Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days notice of a special meeting of the Membership for the purpose of electing the members of the Board of Directors.

3.4 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of the Membership, provided, however, any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver of notice thereof, signed by all Directors. The Board of Directors may provide, by resolution, the time and place, within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors.

3.6 Notice. Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally, mailed to each director at his business address, by e-mail, if the director has indicated that this is the preferred method of communication, or by fax. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.7 Quorum. A majority of the number of directors hereof shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of the majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present, or the refusal of any director present to vote.

3.8 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

3.9 Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

3.10 Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by a majority of the remaining directors. A director elected or appointed, as the case may be, shall be elected or appointed for the unexpired term of his predecessor in office.

3.11 Compensation. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors, or a stated salary as a Director, or both. No such payment shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

3.12 Committees. The Board of Directors may, by resolution or resolutions, passed by a majority of the whole Board of Directors, designate one or more committees, each of which shall consist of two or more directors and which to the extent provided in said resolution or resolutions or in the Bylaws of the Association shall have and may exercise all of the powers of the Board of Directors in the management of the activities and affairs of the Association and may have power to authorize the seal of the Association to be affixed to all papers which may require it; except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any such committee or any director or officer of the Association; amending the Articles, restating the Articles, adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of assets of the Association; or amending, altering or repealing any action or resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation of such committee or committees or the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or him by law.

3.13 Resignations. Any Director of the Association may resign at any time either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Association. Such resignation shall take effect at the time specified therefore, and the acceptance of such resignation shall not be necessary to make it effective.

3.14 Place of Meeting. The Board of Directors may designate any place within or without the State of Alabama as the place of meeting for any regular or special meeting of the Board of Directors.

3.15 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

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ARTICLE 4: OFFICERS

4.1 Number. The officers of the Association shall be a President, one or more Vice President(s) (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the President and Secretary. The failure of the Board of Directors to elect any officers other than a President and a Secretary shall not constitute a violation of these Bylaws.

4.2 Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall have resigned or shall have been removed in the manner hereinafter provided.

4.3 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed at any time, by the affirmative vote of the Board of Directors, whenever in their judgment, the best interests of the Association will be served thereby. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create any contract rights in favor of such officer.

4.4 Vacancies. A vacancy in any office elected or appointed by the Board of Directors because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.5 President. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Membership. He may sign, with the Secretary or an Assistant Secretary, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

4.6 Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

4.7 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) keep a register of the mailing address of each member which shall be furnished to the Secretary by such member; (e) have general charge of the transfer books of the members of the Association; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

4.8 Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 5 of these Bylaws; and (c) in general perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

4.9 Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. The Assistant Treasurers shall respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE 5: CONTRACTS, LOANS, CHECKS AND DEPOSITS

5.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

5.2 Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3 Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

5.4 Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 6: BOOKS AND RECORDS

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

(a) Association Accounts. The receipts and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

(i) Current Expenses. All funds to be expended during the year for the maintenance of the Common Elements and Limited Common Elements (as defined in the Declaration) and the operation and working capital of the Association shall

be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses and Limited Common Expenses incurred in any successive year or may be placed in a Reserve Fund Account.

(ii) Reserve Funds. All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of the Common Elements and Limited Common Elements shall be held in the Reserve Fund Account.

(b) Unit Accounts. An account for each Unit shall be maintained setting forth the name and address of the Unit Owner, the interest percentage in the Common Elements and Limited Common Elements, if any, assigned to that Unit, the amount of each assessment made against the Unit, the dates and amounts in which the assessments become due, the amounts paid on the account and the balance due.

6.2 Budget. Within sixty (60) days prior to the beginning of each calendar year the Board of Directors shall adopt a proposed budget for each calendar year that shall include the estimated funds required to defray the Common Expenses and Limited Common Expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Within thirty (30) days of adoption of the proposed budget, copies of the budget and proposed assessments shall be transmitted to each member of the Association and a date set for a meeting of the Unit Owners to consider ratification of the budget, not less than fourteen (14) days nor more than thirty (30) days after delivery of the budget to the Unit Owners. Unless at the meeting a majority of all Unit Owners present in person or by proxy rejects the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget for the last year shall continue in effect until such time a new budget is ratified.

6.3 Assessments. Assessments against the members for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in equal monthly installments, due on the first day of each calendar month. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

6.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the members concerned, and it shall be due 30 days after such notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.5 Audit or Compilation. An audit, review or compilation of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit, review or compilation report shall be made available for review by each member.

6.6 Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for Common Expenses and Limited Common Expenses. The premiums of such bonds shall be paid by the Association as a Common Expense.

ARTICLE 7: WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Association under the provisions of these Bylaws, the Articles of Incorporation, the Declaration, the provisions of the Alabama Nonprofit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted therefore, the provisions of the Alabama Uniform Condominium Act of 1991, and any act amendatory thereof, supplemental thereto, or substituted therefore, or the Alabama Constitution, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 8: FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

2009-11-55
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ARTICLE 9: INDEMNIFICATION

9.1 Suits by Third Parties. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

9.2 Suits by the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or

completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

9.3 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 9.1 and 9.2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under sections 9.1 and 9.2 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in sections 9.1 and 9.2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the Membership.

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE 10: AMENDMENT

10.1 Amendment of Bylaws. These Bylaws may be amended, altered, or repealed in the following manner:

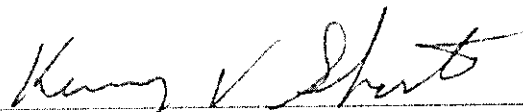
(a) By the Developer until such time as Developer relinquishes its control of the Association; or

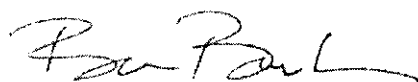
(b) By the members at any regular or special meeting upon the affirmative vote of the holders of not less than two-thirds of the outstanding votes by the Association.

10.2 Recordation. No modification or amendment to the Bylaws shall be valid or effective until the President and Secretary of the Association shall certify as to the adoption of such amendment and shall file their certificate setting forth the text of the amendment with the Office of the Judge of Probate of Tuscaloosa County, Alabama.

2009 11657
Recorded in the Above
DEED Book & Page
08-04-2009 05:44:46 PM

Dated this the 28th day of July, 2009.


Kenny Short, President


Bruce Benton, Secretary

2009 11658

Recorded in the Above

DEED Book & Page

08-04-2009 05:44:46 PM

THIS INSTRUMENT PREPARED BY:

TANNER & GUIN, LLC
Counselors at Law
Capitol Park Center
2711 University Boulevard (35401)
P. O. Box 3206
Tuscaloosa, Alabama 35403
Telephone (205) 633-0200
Facsimile: (205) 633-2090
www.tannerguin.com

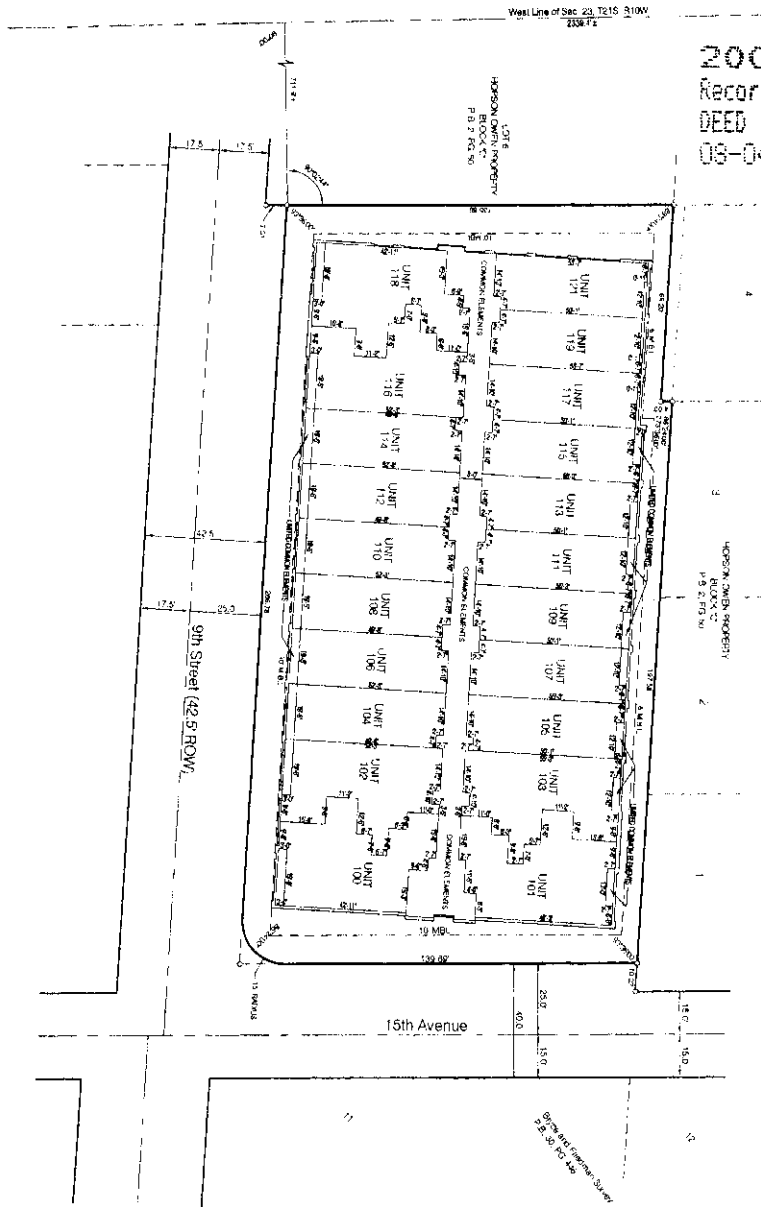
ATTACHMENT "5"

PLAT AND CERTIFICATION

[See Attached]

2009 11659
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DEED Book & Page
08-04-2009 05:44:46 PM

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08-04-2009 05:44: PM



LEGEND	
1	1" = 1' - 0" - 0"
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48	48" = 1' - 0" - 0"
49	49" = 1' - 0" - 0"
50	50" = 1' - 0" - 0"

State of Alabama
Tuscaloosa County
I, W. Hardy McCall, Jr., of the County of Tuscaloosa, Alabama, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my office for registration on the 20th day of August, 2009.
W. Hardy McCall, Jr.
Recorder for Tuscaloosa County

Sentell Engineering, Inc.

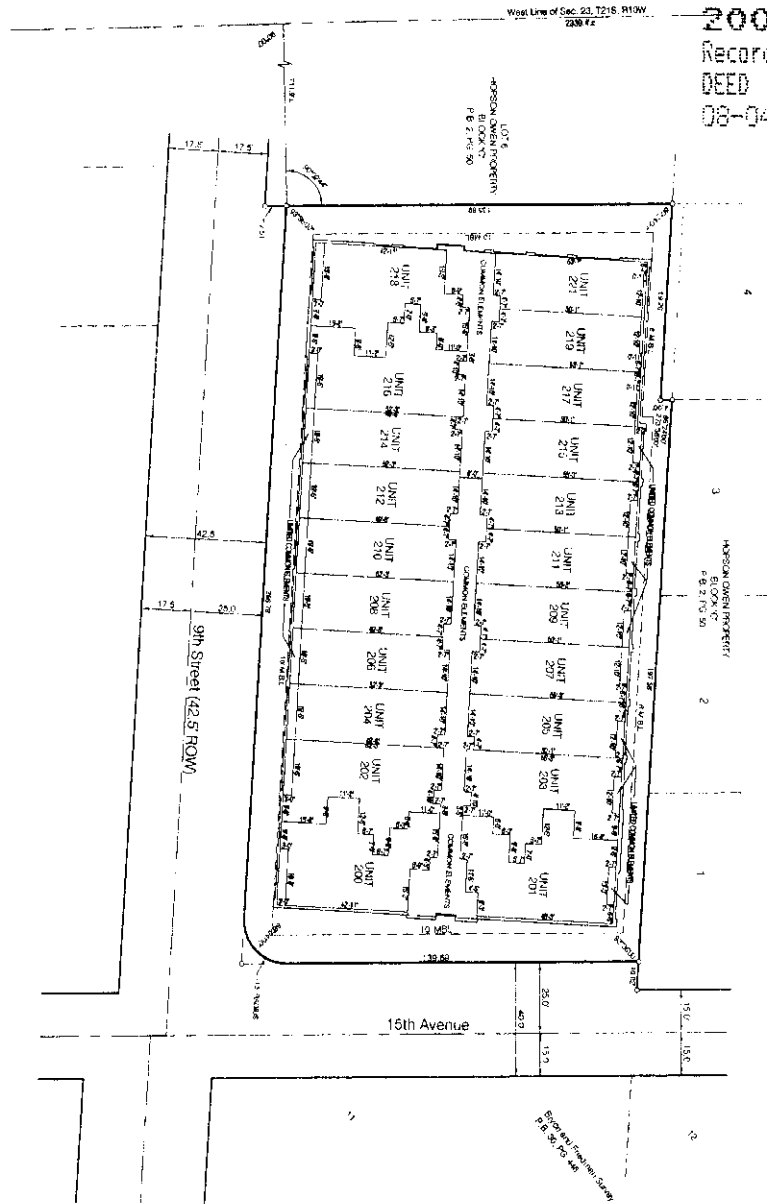
ENGINEERS | PLANNERS | SURVEYORS
639 Seventeenth Street | Tuscaloosa, Alabama 35401
Phone (205) 752-5564 | Fax (205) 752-5569
Visit our website at: www.sentell.net

CRIMSON COMMONS CONDOMINIUM

TUSCALOOSA, ALABAMA

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Northwest Corner of
Sec. 23, T45S, R10W
Tuscaloosa County Ala.
29 25



State of Alabama
Tuscaloosa County

I, W. Henry MacCallum, Judge of Probate,
hereby certify that the foregoing conveyance
was filed in my office for registration on the
31 day of July 20 09
at 3:57 19
m., and duly recorded
Book No. 2009
at Page 37
\$100.00

Witness my hand and
Seal of Office this 20th day of July, 2009.

W. Henry MacCallum, Judge of Probate

Printed Tax Paid
Judge of Probate



Graphic Scale
Scale: 1" = 30'

[illegible]

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SECOND FLOOR

3 of 8

Sentell Engineering, Inc.

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639 Seventeenth Street | Tuscaloosa, Alabama 35401
Phone (205) 752-5564 | Fax (205) 752-5569
Visit our website at www.sentrill.net

File:	07275final.dwg	Revision:	
Project:	07-275		
Drawn:	01-24-08		
Surveyed:	NA		
Drawn By:	JAM		
Field Book	NA		

CRIMSON COMMONS CONDOMINIUM

TUSCULOOSA, ALABAMA

Northwest Corner of
Sec. 23, T21S, R20W
Tuscaloosa County, Ala

EO: 6
HOPSON OWEN PROPERTY
BLOCK "C"
P.B. 2, P.3. 50

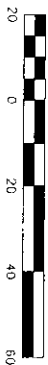
State of Alabama
Tuscaloosa County

I, W. Henry MacCallum, Judge of Probate,
hereby certify that the foregoing conveyance
was filed in my office for registration on the

31 day of July, 20 04
at 2:57 PM
and duly recorded in
Book 38 of Page 800
at 1:00:00

Witness my hand and the seal of said Court
this 31 day of July, 2004.

W. Henry MacCallum, Judge of Probate



Graphic Scale

Scale: 1" = 20'

9th Street (42.5' ROW)

15th Avenue

Blyce and Friedman Survey
P.B. 30, PG. 446

LEGEND

[illegible]

Sentell Engineering, Inc.

ENGINEERS | PLANNERS | SURVEYORS
639 Seventeenth Street | Tuscaloosa, Alabama 35401
Phone (205) 752-5564 | Fax (205) 752-5569
Visit our website at: www.sentell.net

File: 07275-Final-Ref &wg	Revisions:
Project: 07-275	
Drawn: 7/27/09	
Surveyed: 6/30/09	
Drawn By: C. F.M	
Field Book: SMI	

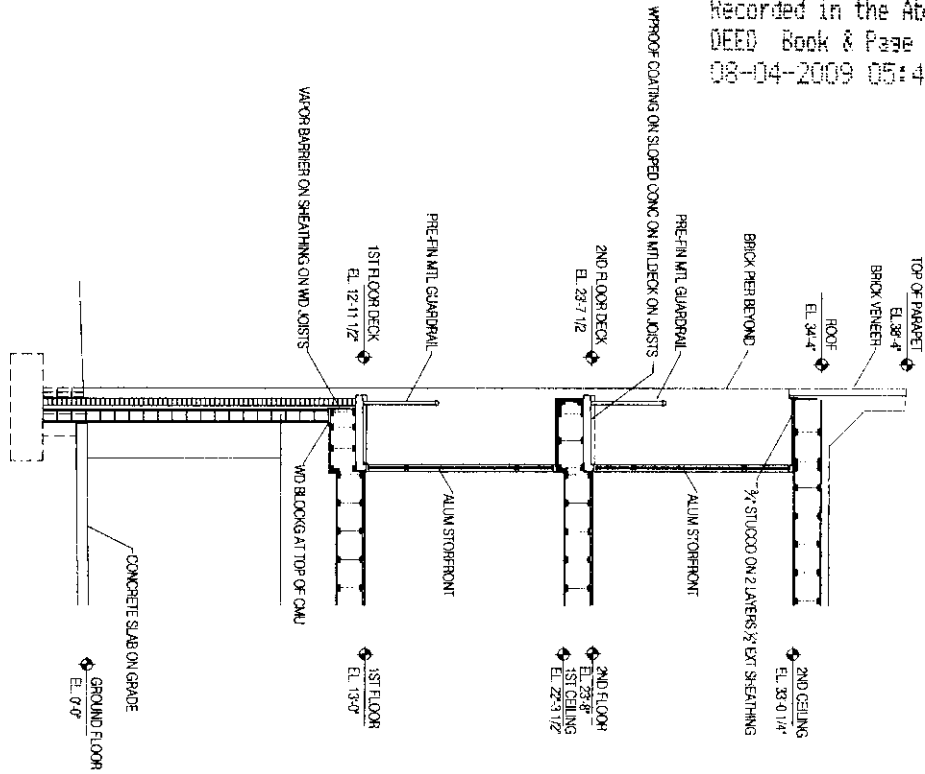
Revisions:

CRIMSON COMMONS CONDOMINIUM
TUSCALOOSA, ALABAMA

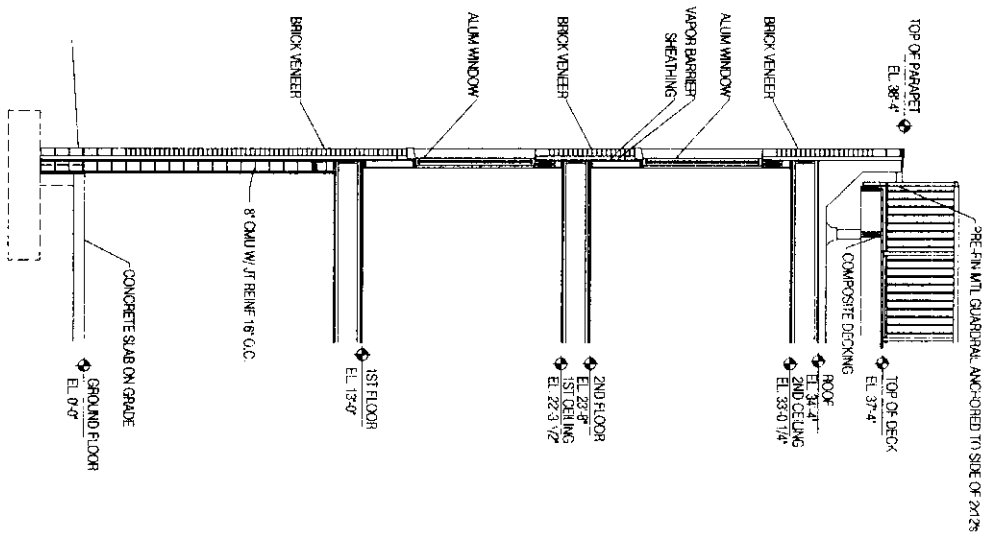
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NORTH/SOUTH SECTION
 1/4" = 1'-0"



EAST WALL SOUTH END SECTION
 1/4" = 1'-0"



State of Alabama
 Tuscaloosa County
 I, W. Barry McDaniel, Judge of Probate
 do hereby certify that the foregoing
 was filed in my office for registration on the
 31 day of July, 2009
 at 3:51 PM
 and duly recorded in
 Book No. 2009
 at 3:51 PM
 5163 80
 Private Tax Paid
 Judge of Probate

Sentell Engineering, Inc.

ENGINEERS | PLANNERS | SURVEYORS
 639 Seventeenth Street | Tuscaloosa, Alabama 35401
 Phone (205) 752-5564 | Fax (205) 752-5569
 Visit our website at: www.sentell.net

File: 07275 Wall Sections.dwg	Revisions:
Project: 07-275	
Drawn: 07-27-08	
Survived: 06-30-09	
Drawn By: KSP	
Field Book: SM	

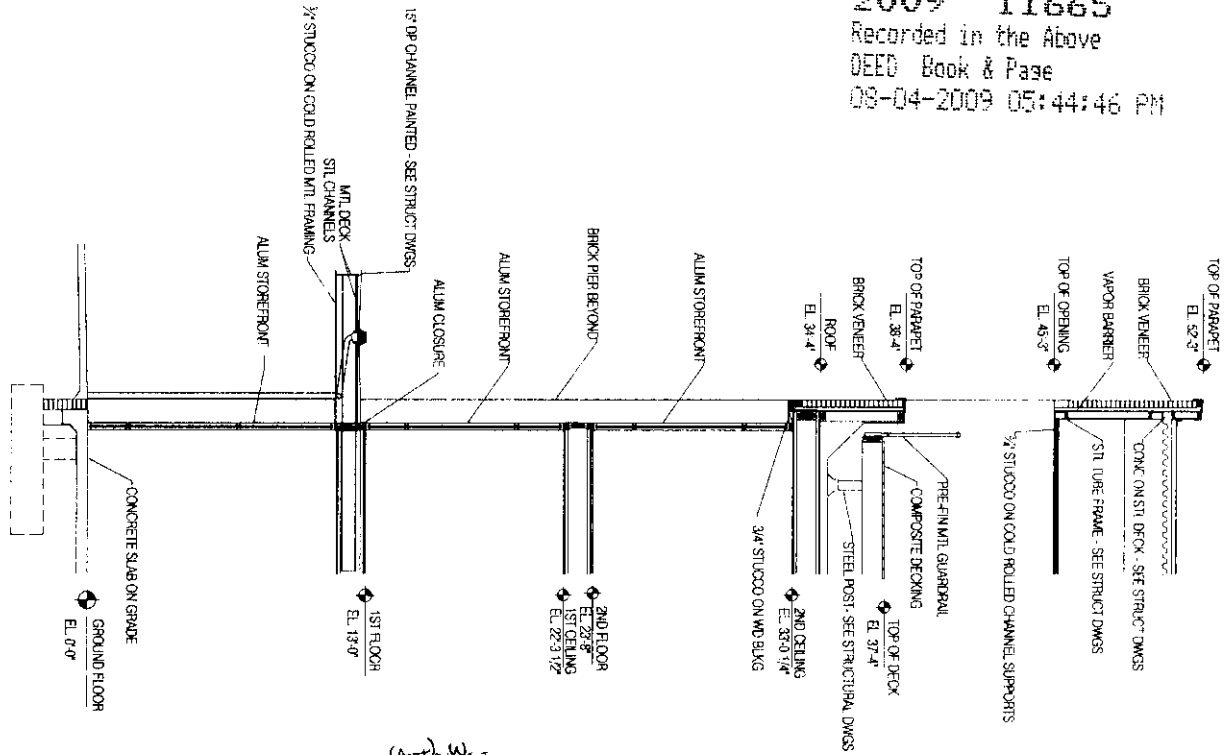
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 TUSCALOOSA, ALABAMA

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EAST WALL NORTH END SECTION

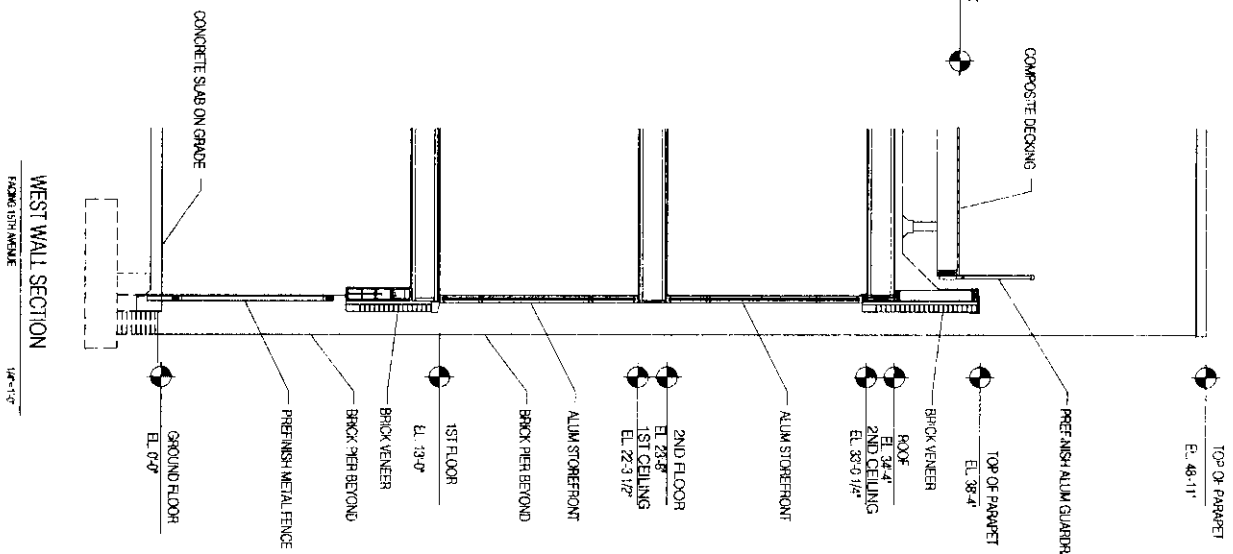
1/4"=1'-0"



State of Alabama
Tuscaloosa County
I, W. Henry McMillan, Judge of Probate,
hereby certify that the foregoing Conveyance
is a true and correct copy of the original
filed in my office for record on 11/19/09
at 1:35 PM.
W. Henry McMillan, Judge of Probate
11/19/09

WEST WALL SECTION

1/4"=1'-0"



Sentell Engineering, Inc.

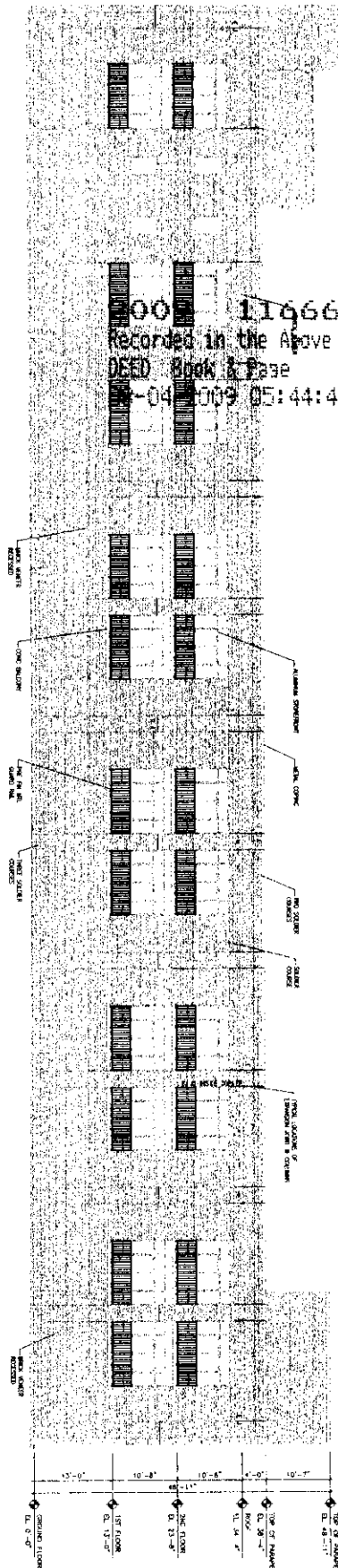
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639 Seventeenth Street | Tuscaloosa, Alabama 35401
Phone (205) 752-5564 | Fax (205) 752-5569
Visit our website at: www.sentell.net

File: 07275 Wall Sections.dwg	Revision:
Project: 07-275	
Drawn: 07-27-08	
Surveyed: 08-30-08	
Drawn By: KSP	
Field Book: SM	

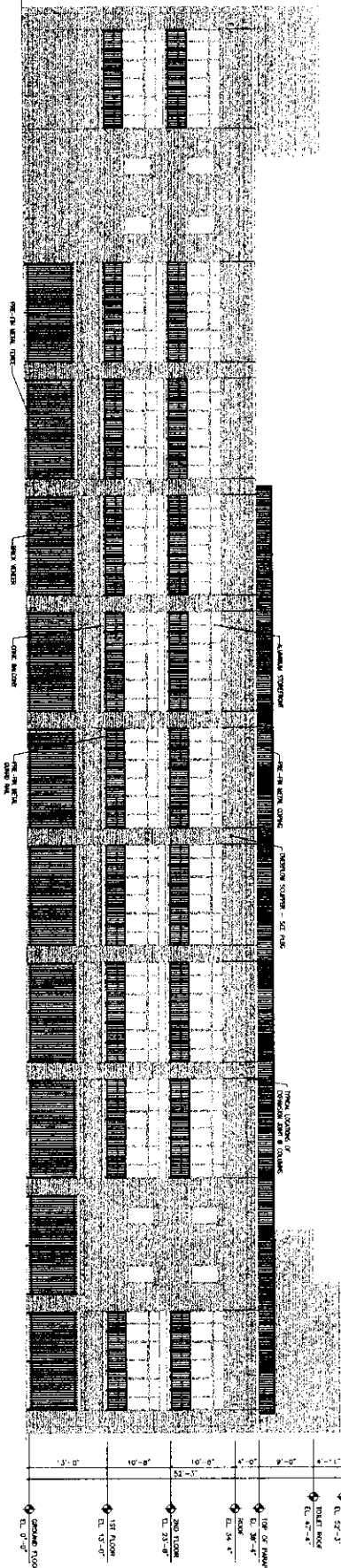
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TUSCALOOSA, ALABAMA

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00 11666
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08 NORTH ELEVATION



09 SOUTH ELEVATION

State of Alabama
 I, W. Henry MacCallister, Judge of Probate,
 do hereby certify that the foregoing is a true and correct copy of the original as filed in my office for recording.
 Witness my hand and the seal of my office this 15th day of May, 2009.
 W. Henry MacCallister
 Judge of Probate
 15th day of May, 2009
 15th day of May, 2009
 15th day of May, 2009

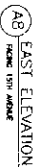
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CRIMSON COMMONS CONDOMINIUM
 TUSCALOOSA, ALABAMA

Sentell Engineering, Inc.
 ENGINEERS | PLANNERS | SURVEYORS
 639 Seventeenth Street, Tuscaloosa, Alabama 35401
 Phone (205) 752-5564 | Fax (205) 752-5568
 Visit our website at: www.sentell.net

File: 07275-Final-Elev.dwg	Revision:
Project: 07-275	
Drawn: 7/24/09	
Surveyed: 6/30/09	
Drawn By: C.T.M.	
Field Book: SM	

08-04-2009 05:44:46 PM



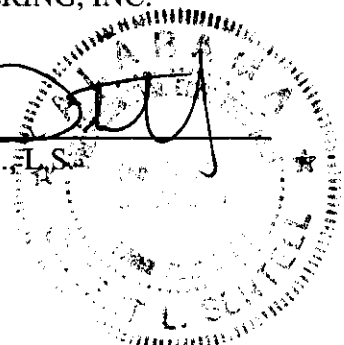
1774-1775: 1774-1775
 Judge of the Court

CERTIFICATION OF ENGINEER

I Gilbert L. Sentell, a registered engineer of Sentell Engineering, Inc., hereby certify that the plat of Crimson Commons Condominium filed and recorded in Plat Book 2009, Pages 85-92, in the Office of the Judge of Probate of Tuscaloosa County, Alabama and attached to the Declaration of Condominium as Attachment "5" contains all of the information required by Section 35-8A-209 of the Alabama Uniform Condominium Act of 1991.

SENTELL ENGINEERING, INC.

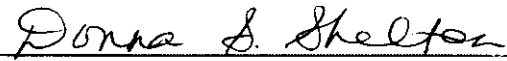

Gilbert L. Sentell, P.E., L.S.
Al. Reg. No. 10503



STATE OF ALABAMA §
 § ss.
COUNTY OF TUSCALOOSA §

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Gilbert L. Sentell, whose name as a registered engineer of Sentell Engineering, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such registered engineer, executed the same voluntarily.

Given under my hand on this the 3rd day of August, 2009.



Notary Public
My Commission Expires: 2-6-10

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08-04-2009 05:44:46 PM

ATTACHMENT "6"

PRELIMINARY BUDGET

[See Attached]

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08-04-2009 05:44:46 PM

Initial Proposed HOA Budget - Crimson Commons

Total Number of Units	42
Total Number of Bedrooms	96
Price Per Bedroom	81.86
2 BR Unit / Mo.	163.73
3 BR Unit / Mo.	245.59

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08-04-2009 05:44:46 PM

	Monthly	Annual
<u>Management and Administration</u>		
Management - 42 Units @ \$18./per unit	\$ 756.00	\$ 9,072.00
Accounting	\$ 125.00	\$ 1,500.00
Legal	\$ 83.33	\$ 1,000.00
Administrative Expense	\$ 83.33	\$ 1,000.00
Total Management and Administration	\$ 1,047.67	\$ 12,572.00

<u>Building Maintenance and Operation</u>		
Grounds Maintenance	\$ 200.00	\$ 2,400.00
Elevator Maintenance	\$ 125.00	\$ 1,500.00
Custodial	\$ 800.00	\$ 9,600.00
Fire Alarm Monitoring/Service/Inspections	\$ 200.00	\$ 2,400.00
Security	\$ -	\$ -
Internet	\$ 924.00	\$ 11,088.00
Termite Bond and Pest Control	\$ 150.00	\$ 1,800.00
Operation and Repairs	\$ 104.17	\$ 1,250.00
Maintenance Supplies	\$ 104.17	\$ 1,250.00
Building/Liability/D&O/Fidelity Insurance	\$ 1,203.83	\$ 14,446.00
Gate and Remote Systems	\$ -	\$ -
Total Building Maintenance and Operation	\$ 3,811.17	\$ 45,734.00

<u>Utilities</u>		
House Electric	\$ 1,100.00	\$ 13,200.00
Water/Sewer	\$ 800.00	\$ 9,600.00
Telephone	\$ 300.00	\$ 3,600.00
Garbage Collection	\$ 300.00	\$ 3,600.00
Total Utilities	\$ 2,500.00	\$ 30,000.00

<u>Reserves of the Association</u>		
Building Reserves	\$ 500.00	\$ 6,000.00
Total Association Expenses	\$ 500.00	\$ 6,000.00

<u>Association Income</u>		
Total Proposed HOA Budget	\$ 7,858.83	\$ 94,306.00

ATTACHMENT "7"

LIMITED NEW HOME WARRANTY

[See Attached]

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08-04-2009 05:44:46 PM

**CRIMSON COMMONS CONDOMINIUM
LIMITED NEW HOME WARRANTY**

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DEED Book & Page
08-04-2009 05:44:46 PM

This Agreement made this ____ day of _____, 200____, by and between Crimson Commons, LLC ("Seller") and _____ ("Buyer") and Buyer's successors and assigns, for the purchase and sale of Unit _____ in Crimson Commons Condominium (the "Unit").

WHEREAS, Seller has caused the condominium Unit situated in the City of Tuscaloosa, County of Tuscaloosa, State of Alabama; and

WHEREAS, Seller does hereby agree to give a limited new home warranty on the Unit for a period of one (1) year following Closing or occupancy by Buyer, whichever event shall first occur, upon the following conditions.

NOW, THEREFORE, in consideration of the payment of the purchase price of the Unit and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the premises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Not later than thirty (30) days after Closing or occupancy, whichever event shall first occur, Buyer shall deliver a written list of (a) any minor omissions or malfunctions not previously made known in writing to Seller and (b) any pending or outstanding items from the punch list, if any, submitted by Buyer to Seller before Closing or occupancy. To the extent that such items are a normal Seller responsibility or not otherwise excluded hereunder, corrections or adjustments will be made by Seller.

2. Seller warrants the Unit to be free from latent defects for a period of one (1) year following Closing or occupancy, whichever event shall first occur. A latent defect in construction is herein defined as a defect not apparent at time of occupancy or Closing, but which becomes apparent within one (1) year from date of Closing or occupancy, whichever event shall first occur, and such defect has been directly caused by Seller's failure to construct in accordance with the standards of construction prevailing in the Tuscaloosa area. It is stressed, however, that normal characteristic behavior of building materials, wear and tear, general maintenance, and like items, will not constitute a latent defect.

PROCEDURE: Should it appear that a possible latent defect (non-emergency nature) has developed, Buyer shall outline pertinent details in writing, and deliver the same to Seller within the one year period. Following receipt of such notice, Seller will make an inspection. If a latent defect exists, Seller will (at Seller's sole option) either (1) repair, (2) replace, or (3) pay to Buyer the reasonable cost of such repair or replacement due to such latent defect(s); however, Seller shall not be obligated to spend more than the purchase price of the Unit.

NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, THIS WARRANTY DOES NOT COVER ANY APPLIANCE, PIECE OF EQUIPMENT, OR ITEM WHICH IS A CONSUMER PRODUCT FOR PURPOSES OF MAGNUSON-MOSS WARRANTY ACT (15 U.S.C. § 2301 THROUGH 2312). THIS LIMITED WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND WORKMANSHIP, EXCEPT, IF APPLICABLE, SUCH WARRANTY AS SPECIFICALLY STATED IN ANY REQUIRED VA/FHA WARRANTY DELIVERED SIMULTANEOUSLY HEREWITH, EACH OF WHICH IS HEREBY WAIVED BY BUYER. (Buyer's Initials _____)

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Book & Page
08-04-2009 05:44:46 PM

3. Seller shall not be liable under this Limited New Home Warranty unless written notice of the latent defect shall have been given by Buyer to Seller within the one (1) year warranty period. Steps taken by Seller to correct any defect or defects shall not act to extend the warranty period described hereunder.

4. If Buyer has given Seller written notice of the latent defect within the one (1) year warranty period, Buyer shall have ninety (90) days after expiration of the one (1) year warranty, to initiate mediation and arbitration relating to any defects not corrected by Seller hereunder.

5. Seller hereby assigns to Buyer all of Seller's rights, if any, under manufacturers' warranties on appliances and items of equipment included in the Unit. Seller assumes no responsibility for such manufacturers' warranties and Buyer should follow the procedures in the warranties if defects appear in such appliances and items of equipment.

6. Seller does not assume responsibility for any of the following, all of which are expressly excluded from coverage under this Limited New Home Warranty:

- a. Defects in appliances and pieces of equipment which are covered by manufacturers' warranties.
- b. Incidental, consequential, or secondary damages caused by a breach of this warranty.
- c. Defects which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; mildew and fading, chalking and checking of paint due to sunlight; cracks due to

drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather-stripping.

- d. Conditions resulting from condensation on, or expansion or contraction of materials.
- e. Defective design or materials supplied by Buyer or installed under his direction, or defects in, or caused by anything not built into or installed in the Unit pursuant to contract between Seller and Buyer.
- f. Damages due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Unit.
- g. Loss or injury due to the elements.
- h. Landscaping or any portion thereof is hereby expressly ~~excluded from this warranty~~ including sodding, seeding, shrubs, trees and plantings. See the Above DEED Book & Page 08-04-2009 05:44:46 PM
- i. Insect damage of any nature whatsoever.
- j. Non-uniformity of appearance of used or simulated used brick.
- k. Chips, scratches, or mars in tile, woodwork, walls, porcelain, brick, plumbing fixtures, formica and glass not expressly identified to Seller prior to Closing.
- l. Dripping faucets and toilet adjustments after the initial thirty (30) day warranty period described herein.
- m. Utility service lines installed by the municipality or a service company and back filling, or slumping thereof, including meters.
- n. Deterioration or defects in asphalt paving.
- o. Changes or failures in the underground water table and subsurface soil structures beyond Seller's control.
- p. Damage due to the abuse or neglect of Buyer, or Buyer's failure to provide proper maintenance.
- q. Special Exclusions: _____

7. All warranty work shall be scheduled during normal weekday working hours except in emergencies.

8. Should any term of this Agreement be deemed by a Court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of the remaining provisions.

9. Use of one gender shall include all other genders; use of the singular shall include the plural; and use of the plural shall include the singular; all as may be appropriate.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

11. All claims, disputes or other matters in question arising out of or relating in any way to this Agreement or the breach thereof, including claims against any broker or sales associate, or relating to the relationship involved with, created by or concerning this Agreement, including the involvement of any broker or sales associate ("Claim"), shall be submitted to mediation with a mutually agreed upon mediator within forty-five (45) days of notice of the Claim. In the event no mediated resolution is reached within sixty (60) days of the party's notice of the Claim, all Claims shall be resolved by binding arbitration by a single arbitrator in Tuscaloosa, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party acknowledges that he or she is knowingly waiving the right to a trial by jury relating to all Claims. All disputes concerning the arbitrability of any Claim or the enforceability or scope of this provision shall be subject to the same binding arbitration. The parties shall bear equally the cost of the arbitrator and each party shall otherwise bear their own costs; provided the arbitrator shall have the authority to award costs as a part of this award to the extent authorized by applicable law. The arbitrator shall follow the law applicable to any Claim and shall be empowered to award any damages or other relief which would be available under the law applicable to any such Claim. The determination of the arbitrator shall be final, binding on the parties, and non-appealable, and may be entered in any court of competent jurisdiction to enforce it. The parties acknowledge and agree that the transactions contemplated by and relating to this Agreement, which may include the use of materials and components which are obtained from out-of-state and which otherwise include the use of interstate mails, roadways and commerce, involve interstate commerce, as that term is defined in the Federal Arbitration Act, 9 U.S.C. § 2.

12. With regard to the matters set forth in this Limited New Home Warranty, this is the entire and sole agreement of the parties, and all prior representations and agreements including the Purchase Agreement pertaining to the purchase and sale of the Unit, are incorporated or merged herein or superseded hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

CRIMSON COMMONS, LLC,
An Alabama Limited Liability Company

By: Bruce Benton
Its: Member/Manager

Date: _____

BUYER:

2009 11676
Recorded in the Above
DEED Book & Page
08-04-2009 05:44:46 PM

Date: _____

ATTACHMENT "8"

PARKING SPACE ASSIGNMENTS

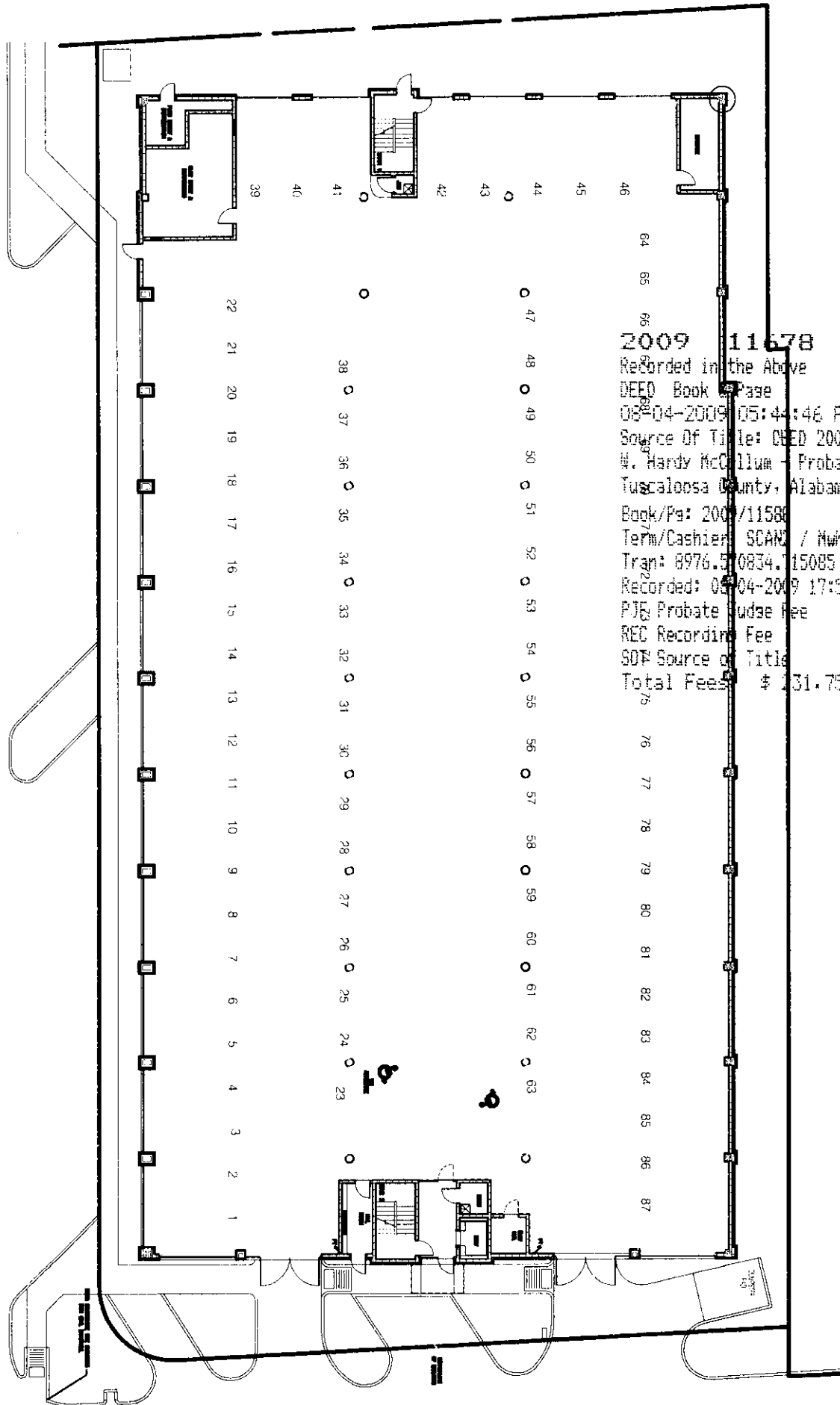
[Drawing of numbered parking spaces to be assigned is attached.]

[All numbered parking spaces to be assigned are Limited Common Elements.]

[Developer reserves the right to amend the Declaration
to assign parking spaces as Units are sold.]

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08-04-2009 05:44:46 PM

9TH ST



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Source Of Title: DEED 2008 / 900

W. Hardy McCallum - Probate Judge

Tuscaloosa County, Alabama

Book/Pg: 2007/11580

Term/Cashier: SCAM / Mwhite

Tran: 8976.570834.115085

Recorded: 03-04-2009 17:51:25

PJE Probate Judge Fee

REC Recording Fee

SOT Source of Title

Total Fees: \$ 131.75

2.00

228.50

1.25

15TH AVE.