

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

**ARTICLE OF INCORPORATION
OF
SHERWOOD DRIVE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

TO THE HONORABLE JUDGE OF PROBATE OF TUSCALOOSA COUNTY,
ALABAMA:

The undersigned incorporation, desiring to form a nonprofit corporation under the Alabama Nonprofit Corporation Act, Sections 10-3-1, et seq., of the Code of Alabama (1975), as amended, do hereby adopt the following Articles of Incorporation (hereinafter sometimes referred to as the "Articles");

**ARTICLE 1
NAME OF CORPORATION**

The name of the Corporation shall be SHERWOOD DRIVE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. (the "Association").

**ARTICLE II
REGISTERED OFFICE**

The address of the initial registered office of the Association is 903 Main Avenue, Northport, AL 35476 and the name of its registered agent at such address is The The Musgrove Group, L.L.C.

**ARTICLE III
PURPOSES AND POWERS OF CORPORATION**

The Association is organized as a nonprofit corporation, not for the pecuniary gain or profit to its members, and no part of the net earnings or income of which is distributable to its officers, directors or members other than in such payments as are permitted under Section 10-3A-44, Code of Alabama (1975), as amended.

Purposes: The specific objectives and purpose for which the Association is formed are as follows:

- (1) To promulgate, establish, provide and enforce design and construction standards applicable to the members of the Association in an effort to protect and enhance each member's property;
- (2) To own, acquire (by purchase, exchange, contribution, conveyance or otherwise) build, borrow, improve, encumber, mortgage, operate, hold, manage and maintain real and personal property, including, without limitation, private streets, parks, lakes, entry ways, gates, fountains, walls, easements, street lights, common drives and footways, private roadways, and other improvements and structures which would in any way be of benefit to the members of the Association; and to maintain and improve retention or holding ponds and private roadways, private easements, shorelines and other areas and structures beneficial or useful to the membership of the Association to the extent provided for in the

following:

- (1) To make, fix, levy and collect assessments and charge from its membership in accordance with the terms of the Bylaws and to expend the proceeds of such assessments and charges for such purposes of the Association as the Board deems necessary or desirable;
- (2) To contract with others to provide the services and benefits to the membership that the Board determines to be necessary;
- (3) To enforce by and all lawful means, including by suit, any design and construction standard guidelines established pursuant to or under the authority of the Bylaws of the Association and The Review Committee;
- (4) To make, establish and enforce rules and regulations governing the use of property owned by the Association, including any improvements and amenities thereon;
- (5) To maintain, repair, replace and operate those properties that the Association has the duty or right to maintain, repair, replace and operate under these Articles, the Bylaws, or otherwise;
- (6) To contract for the management of property owned or operated by the Association and to delegate to such contractors all or any part of the powers and duties of the Association;
- (7) To employ personnel to perform the services required or authorized under these Articles or the Bylaws of the Association;
- (8) To purchase insurance on property owned by the Association for the protection of the Association, the members of the Board, the Association's officers, or for others in accordance with the Bylaws of the Association;
- (9) To replace personal property and to reconstruct improvements constructed on property owned by the Association after casualty or other loss;
- (10) To insure any and all real property, personal property or improvements now owned or hereafter acquired by the Association;
- (11) To make additional improvements on and to property owned by the Association;
- (12) To acquire and enter joint agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities including, but no limited to, recreational facilities, whether or not located contiguous to property owned by the Association; and
- (13) To enforce by legal action any and all provisions of these Articles or the Bylaws.

Nothing contained herein shall require or be construed to require the Association to exercise any or all of its rights granted hereunder at any time.

ARTICLE IV **INCORPORATORS**

The name and address of the incorporators of this Association are as follows:

Names:

Address:

President- The Musgrove Group, L.L.C., 903 Main Avenue, Northport, AL 35476
Secretary- The Musgrove Group, L.L.C., 903 Main Avenue, Northport, AL 35476

ARTICLE V **MEMBERSHIP**

Notwithstanding anything herein to the contrary or in the Bylaws, until the (1) end of the Control Period or (2) the date Developer no longer owns any property in Sherwood, its common areas or property contiguous to it or until such earlier date which Developer, in its sole discretion, may elect in writing to relinquish control over the Association, Developer shall have the sole and exclusive right to

- (i) appoint or elect all of the members of the Board of Directors;
- (ii) appoint all of the officers of the Association;
- (iii) remove and replace any members of the Board of Directors of the Association;
- (iv) appoint representatives to The Review Committee;
- (v) amend the Articles and Bylaws of the Association;
- (vi) take all other actions on behalf of the Association including the setting of assessments;
- (vii) have the controlling vote on all matters which will later require a vote on or approval by the members of the Association.

At such time as Developer in writing files with the Judge of Probate of Tuscaloosa County, Alabama, acknowledges of his relinquishment of control over the Association pursuant to this Section (the "Relinquishment of Control by Developer") or the period of control otherwise expires, then at that time the members of the Association shall be entitled to vote on all of the foregoing matters. The period during which the Developer has the rights set out above is hereinafter referred to as the "Period of Developer Control." The Developer shall mean "The Musgrove Group, L.L.C. and/or their assigns."

The Association shall have members as determined in accordance with the standards set forth in the Bylaws of the Association, as amended, repealed or modified from time to time. The rights of members, including the right to vote, are as set forth in the Bylaws of the Association, as the same may be amended or modified from time to time. However, in no event shall any member of the Association, in such capacity as a member of the Association, be liable for or subject to the debts, liabilities or obligations of the Association. Except as provided in the Bylaws, as the same are amended or modified from time to time, the membership interests in the Association cannot be sold, transferred, assigned or hypothecated in any manner, except as appurtenance of the lot to which the member holds title.

ARTICLE VI **INITIAL BOARD OF DIRECTORS**

1. In General. The corporate powers, business and affairs of this Association shall be managed under the direction of the Board of Directors. The number of directors comprising the Board of Directors shall not be less than one (1) nor more than two (2) individuals. Subject to such limitations, the number of

directors shall be fixed by or in the manner provided in the Bylaws. All officers and directors shall hold office for such terms as are set forth in the Bylaws.

2. Initial Directors. The names and addresses of the one (1) initial directors who are to act in the capacity of directors until the election of their successors in accordance with the Bylaws are:

Directors:

Names:

Addresses:

The Musgrove Group, L.L.C.

903 Main Avenue, Northport, AL 35476

3. Board Powers. The Board of Directors shall have all rights, powers and authorities conferred by statute, and, in extension thereof, shall have such powers, rights and authorities as are otherwise granted to them in the Bylaws of the Association.
4. Liability and Indemnification. The directors, officers, employees and members of the Association shall not, as such, be liable for the obligations of the corporation. The liability and indemnification of a director or officer of the Association shall be as set forth in the Bylaws of the Association. The Association shall have the power to purchase and maintain insurance on behalf of any individual who 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 any liability asserted against such individual and incurred by such individual in such capacity or arising out of such individual's status as such, whether or not the corporation would have the power to indemnify such individual against such liability.
5. Removal of Directors. After the date or satisfaction of requirements set forth in Article V(b)(iii) of the Relinquishment of Control by Developer, a director may be removed from office upon the written request of the Members (as defined in the Bylaws of the Association) representing a majority of the votes entitled to be cast at a special membership meeting called for the purpose of removing the director. A director shall be removed effective at the time such director is provided with a written notice of removal unless a later date is specified in the written notice of removal.
6. Conflicts. Developer or an affiliate may be employed as a manager, employee or agent of the Association.

ARTICLE VII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may only be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE VIII

DURATION

The Association shall exist and operate perpetually until otherwise terminated in accordance with the Alabama Nonprofit Corporation Act, as amended.

ARTICLE IX
AMENDMENTS

Amendments to these Article of Incorporation may be made by majority vote of those votes entitle to be cast at an Association Meeting.

ARTICLE X
DISSOLUTION

The Association may be dissolved only after the adoption of a resolution of the Board of Directors recommended such dissolution and only with the approval of the members who represent two-thirds (2/3) of the votes entitled to be cast at an Association Meeting. Upon dissolution of the Association, other than as incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate governmental agency or public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is not accepted, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization devoted to such similar purpose.

ARTICLE XI
EXHIBITS

Attached hereto as Exhibit "A" is a copy of the Bylaws of this Corporation.

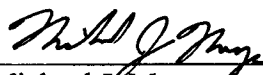
IN WITNESS WHEREOF, the undersigned Incorporators have each hereunto set their hand this 15 day of January, 2000

THIS INSTRUMENT PREPARED BY

Individual Name _____

Complete Address _____

The Musgrove Group, L.L.C.

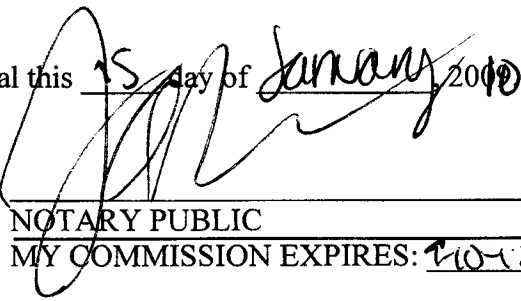

By: Michael J. Musgrove
Its: Member

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael J. Musgrove, whose name as Member of The Musgrove Group, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, he as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15 day of January 2010

(SEAL)



NOTARY PUBLIC

MY COMMISSION EXPIRES: 10-1-2

This Document Prepared by:
Hallie L. Leavell
Leavell & Associates, Attorneys at Law, L.L.C.
903 Main Avenue, Suite A
Northport, AL 35476
(205) 248-0053

**BY-LAWS
OF
SHERWOOD DRIVE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.
A Non-Profit Corporation.**

ARTICLE I. Offices

The principal office of the corporation in the State of Alabama shall be located in the City of Northport, County of Tuscaloosa, State of Alabama, at 903 Main Avenue, Northport, AL 35476. The corporation 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 corporation may require from time to time.

The registered office of the corporation, required by the Alabama Business 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 II. Definitions.

Approved Plans - Plans that have been approved by The Musgrove Group, L.L.C. in accordance with the provisions of this Agreement and that meet the requirements of and have obtained approval of all applicable governmental and administrative authorities, boards, bureaus and agencies.

Board or Board of Directors -the Board of Directors of Sherwood Drive Condominiums Homeowners Association, Inc.

By-Laws- the duly adopted by-laws of Sherwood Drive Condominiums Homeowners Association, Inc.

Common Area or Community Facilities – all open areas for all of Sherwood Drive Condominiums and specifically that portion that is owned or maintained by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which will be owned by the Association, including but not limited to all frontage, back and side yards, parking facilities, garbage dumps and sidewalks.

Common Area Maintenance Expenses - The expenses incurred by the Sherwood Drive Condominiums Homeowners Association, Inc. for the upkeep and maintenance of the Common Area.

Control Period – the period of time beginning with the execution and recordation of this Agreement and ending upon the first of the following: a) thirty days after one hundred percent of the units have been conveyed by the Developer to persons other than the Developer; or b) the date that the Developer informs in writing and via recordation of the transfer of control to The Review Committee.

Declaration – The Declaration of Restrictions and Protective Covenants Agreement for Sherwood Drive Condominiums.

Developer Site - The development located on 48 Sherwood Drive, Tuscaloosa, AL as shown on Exhibit "A" which is attached hereto and made a part hereof.

Dwelling – same as a Unit; a separate designated living unit.

Sherwood Drive Condominiums Homeowners Association, Inc. - An Alabama non profit corporation whose membership is composed of all of the owners of the single family residential units in Sherwood Drive Condominiums.

Sherwood Drive Condominiums Plat - That certain Map of Sherwood Drive Condominiums as recorded in the Office of the Judge of Probate of Tuscaloosa County, Alabama in Plat Book 2010 at Page 1.

Member – every person, group of persons or entity who holds membership in the Association.

Parcel – That area known as the Developer Site.

The Review Committee - Shall mean a committee composed of two (2) persons, initially designated by The Musgrove Group, L.L.C. with any replacement thereof being elected by the owners of units in Sherwood (with each owner of a unit in Sherwood having the right to one (1) vote for the selection of each person on the committee), who shall have approval authority for modifications and alterations to the Developer Site.

Unit – all separately designated dwelling units as shown on Sherwood Plat.

Unit Owner – Shall mean the record owner of each individual Unit that comprises Sherwood, who is subject to the terms and conditions of this Agreement, whether such person is one or more persons or entities, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

ARTICLE III. Members

Section 1. Annual Meeting. The annual meeting of the members shall be held on the 1st day in the month of August in each year, beginning with the year 2010, at the hour of 12:00 o'clock P.M., or at such other time on such other day within such month as shall be fixed by the board of directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the members, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be.

Section 2. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the board of directors, and shall be called by the president at the request of the members of not less than one-tenth of all outstanding membership of the corporation entitled to vote at the meeting.

Section 3. Place of Meeting. The board of directors may designate any place, either within or without the State of Alabama, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or without the State of Alabama, as the place for the holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of the corporation in the State of Alabama.

Section 4. Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or other 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 of record with the corporation, with postage thereon prepaid. Notwithstanding the provisions of this section, the stock or bonded indebtedness of the corporation shall not be increased at a meeting unless notice of such meeting shall have been given as may be required by section 234 of the Constitution of Alabama as the same may be amended from time to time.

Section 5. Closing of Transfer Books or Fixing of Record Date. For the purpose of determining members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or members entitled to receive payment of any dividend, or in order to make a determination of members for any other proper purpose, the board of directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, fifty days. If the stock transfer books shall be closed for the purpose of determining members entitled to notice of or to vote at a meeting of members, such books shall be closed for at least ten days immediately preceding such meeting. In lieu of closing the stock transfer books, the board of directors may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than fifty days and, in case of a meeting of members, not less than ten days prior to the date on which the particular action, requiring such determination of members, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, or members entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of members. When a determination of members entitled to vote at any meeting of members has been made as provided in this section, such determination shall apply to any adjournment thereof except where the determination has been made through the closing of the stock transfer books and the stated period of closing has expired.

Section 6. Voting Record. The officer or agent having charge of the stock transfer books for membership of the corporation shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at each meeting of members or any adjournment thereof, arranged in alphabetical order, with the address of and the number of membership held by each. For a period of ten days prior to any meeting of members, such list shall be kept on file at the principal office of the corporation and shall be subject to inspection by any member making written request therefore at any time during usual business hours. The 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.

Section 7. Quorum. A majority of the outstanding membership of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than a majority of the outstanding membership are represented at a meeting, a majority of the membership 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 a meeting as originally noticed. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 8. Voting of Membership. Each outstanding member entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of members.

Section 9. Voting of Membership by Certain Holders. Membership standing in the name of another corporation, domestic or foreign, may be voted by such officer, agent or proxy as the by-laws of such other corporation may prescribe, or, in the absence of such provision, as the board of directors of such other corporation may determine.

Membership held by an administrator, executor, guardian or conservator may be voted by him, either in person or by proxy, without a transfer of such membership into his name. Membership standing in the name of a trustee may be voted by him, either in person or by proxy, but no trustee shall be entitled to vote membership held by him without a transfer of such membership into his name and no corporate trustee shall be entitled to vote in the election of directors, such membership held by it solely in a fiduciary capacity, if such membership are membership issued by the corporate trustee itself.

Membership standing in the name of a receiver may be voted by such receiver, and membership held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A member whose membership are pledged shall be entitled to vote such membership until the membership have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the membership so transferred.

Neither treasury membership of its own stock held by the corporation, nor membership held by another corporation if a majority of the membership entitled to vote for the election of directors of such other corporation is held by the corporation, shall be voted at any meeting or counted in determining the total number of outstanding membership at any given time.

Section 10. Informal Action by Members. Any action required or permitted to be taken at a meeting of the members 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.

Section 11. Cumulative Voting. At each election for directors every member entitled to vote at such election shall have the right to vote, in person or by proxy, the number of membership owned by him for as many persons as there are directors to be elected and for whose election he has a right to vote.

ARTICLE IV. Board of Directors

Section 1. General Powers. The business and affairs of the corporation shall be managed by its board of directors.

Section 2. Number, Tenure and Qualifications. The number of directors of the corporation shall be initially 1 but not more than 2. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. Directors need not be residents of the State of Alabama or members of the corporation.

Section 3. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of members. The board of directors may provide, by resolution, the time and place, either within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any director.

Section 5. Place of Meeting. The board of directors may designate any place, either within or without the State of Alabama, as the place of meeting for any regular or special meeting of the board of directors. Members of the board of directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

Section 6. Notice. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. 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.

Section 7. Quorum. A majority of the number of directors fixed by Section 2 of this Article III 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 a 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.

Section 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.

Section 9. Action Without a Meeting. Any action required or permitted to 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.

Section 10. Vacancies. Any vacancy occurring in the board of directors may be filled by the affirmative vote of a majority of the remaining directors through less than a quorum of the board of directors or by appointment of the President. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of members. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

Section 11. Compensation. By resolution of the board of directors, each director may be paid his expenses, if any, of attendance at each meeting of the board of directors, and may be paid a stated salary as director or a fixed sum for attendance at each meeting of the board of directors or both. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

Section 12. Presumption of Assent. A director of the corporation 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 corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE V. Officers

Section 1. Number. The officers of the corporation shall be a President and a secretary, both 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.

Section 2. Election and Term of Office. The officers of the corporation 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 members. 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 resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal,

disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all of the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the board of directors. He may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, certificates for membership of the corporation and 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 By-Laws to some other officer or agent of the corporation, 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.

Section 6. The Vice-Presidents. In the absence of the president or in the event of his death, inability or refusal to act, the vice-president, if any, (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 may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors, certificates for membership of the corporation; and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 7. The 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 provision of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents the execution of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; (e) sign with the president, any vice-president, or the treasurer, certificates for membership of the corporation, the issuance of which shall have been authorized by resolution of the board of directors; (f) have general charge of the stock transfer books of the corporation; and (g) 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.

Section 8. The Treasurer. The treasurer, if any, shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article V of these By-Laws; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. The treasurer may sign, with the secretary or any other proper officer of the corporation thereunto authorized by the board of directors,

certificates for membership of the corporation. 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.

Section 9. Assistant Secretaries and Assistant Treasurers. The assistant secretaries or assistant treasurers, when authorized by the board of directors, may sign with the president, any vice-president or the treasurer, certificates for membership of the corporation the issuance of which shall have been authorized by a resolution of 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. 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.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE VI. Contracts, Loans, Checks and Deposits

Section 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 corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation 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.

Section 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 corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VII. Certificates for Membership

Section 1. Certificates for Membership. Certificates representing membership of the corporation shall be in such form as shall be determined by the board of directors. Such certificates shall be signed by the chairman of the board, the president, any vice-president, or the treasurer, and/or by the secretary, an assistant vice-president, an assistant secretary, or an assistant treasurer, and sealed with the corporate seal or a facsimile thereof. The signatures of such officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a transfer agent or a registrar, other than the corporation itself or one of its employees. Each certificate for membership shall be consecutively numbered or otherwise identified.

Section 2. Transfer of Membership. Transfer of membership of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by his legal representative, who shall furnish proper evidence of authority to transfer, or by his attorney thereunto authorized by power of attorney duly executed and filed with the secretary of the corporation, and on surrender for cancellation of the certificate for such membership. The person in whose name membership stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

Section 3. Lost, Stolen, Destroyed, or Mutilated Certificates. No certificate for membership of stock in the corporation shall be issued in place of any certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft as the board of directors may in its discretion require, and on delivery to the corporation, if the board of directors shall so require, of a bond of indemnity, upon such terms and secured by such surety as the board of directors may in its discretion require.

ARTICLE VIII. Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

ARTICLE IX. Corporate Seal

The board of directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal".

ARTICLE X. Waiver of Notice

Whenever any notice is required to be given to any member or director of the corporation under the provisions of these By-Laws or the provisions of the Articles of Incorporation or under the provisions of the Constitution of Alabama or the Alabama Business Corporation Act, 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 XI. Amendments

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the board of directors or by the members at any regular or special meeting, provided, however, that the board of directors may not alter, amend or repeal any by-law establishing what constitutes a quorum at members meetings.

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

**DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS AGREEMENT
(Sherwood Drive Condominiums)**

This DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS AGREEMENT (hereinafter referred to as the "Agreement" or "Declaration") is made and entered into as of the 5 day of January, 2010, by The Musgrove Group, L.L.C., an Alabama limited liability company, (hereinafter referred to as "MUSGROVE GROUP"), AND/OR THEIR ASSIGNS, (hereinafter collectively referred to as "Declarant")

WITNESSETH:

WHEREAS, MUSGROVE GROUP is the owner of certain real property located on 48 Sherwood Drive, Tuscaloosa, Alabama known as Sherwood Drive Condominiums (collectively referred to as the "Developer Site" or "Sherwood" or "The Property" and described on Exhibit "A" hereto) and MUSGROVE GROUP is the developer of that certain real property described herein above; and recorded at Plat Book 2010 Page 1 in Tuscaloosa County, Alabama in the Office of the Judge of Probate

WHEREAS, the Declarant hereby adopts for this Development, the following covenants, conditions and restrictions.

NOW, the Declarant hereby declares that Sherwood be held, conveyed, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions and restrictions, easements, charges and liens herein set forth:

**ARTICLE I
DEFINITIONS**

Approved Plans - Plans that have been approved by MUSGROVE GROUP in accordance with the provisions of this Agreement and that meet the requirements of and have obtained approval of all applicable governmental and administrative authorities, boards, bureaus and agencies.

Board or Board of Directors -the Board of Directors of Sherwood Drive Condominiums Homeowners Association, Inc. (hereinafter also referred to as "Officers")

By-Laws- the duly adopted by-laws of Sherwood Drive Condominiums Homeowners Association, Inc.

Common Area or Community Facilities – all open areas for all of Sherwood and the parking lot and specifically that portion that is owned or maintained by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which will be owned by the Association, including but not limited to all frontage, back and side yards, parking facilities, garbage dumps and sidewalks.

Common Area Maintenance Expenses - The expenses incurred by Sherwood Drive Condominiums Homeowners Association, Inc. for the upkeep and maintenance of the Common Area.

Control Period – the period of time beginning with the execution and recordation of this Agreement and ending upon the first of the following: a) thirty days after one hundred percent of the units have been conveyed by the Developer to persons other than the Developer; or b) the date that the Developer informs in writing and via recordation of the transfer of control to The Review Committee.

Declaration – this Declaration of Restrictions and Protective Covenants.

Developer Site - The entire development located on 48 Sherwood Drive in Tuscaloosa, Alabama, as shown on Exhibit "A" which is attached hereto and made a part hereof.

Office of the Judge of Probate of Tuscaloosa County, Alabama in Plat Book 2010 at Page 1
(hereinafter "Sherwood Plat.")

Member – every person, group of persons or entity who holds owns a unit.

Parcel – That area known as the Developer Site.

Sherwood Review Committee - Shall mean a committee composed of two (2) persons, initially designated by Declarant and so serving until the end of the control period, with any replacement thereof being elected by the owners of units in Sherwood (with each owner of a unit in Sherwood having the right to one (1) vote for the selection of each person on the committee), who shall have approval authority for modifications and alterations to the Developer Site.

Unit – all separately designated dwelling units as shown on Sherwood Plat.

Unit Owner – Shall mean the record owner of each individual Unit that comprises Sherwood, who is subject to the terms and conditions of this Agreement, whether such person is one or more persons or entities, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

ARTICLE II MEMBERSHIP

Every person, group of persons or entity, who is a record Owner of a fee interest in any Unit which is or becomes subject by covenants of record to assessment by the Association shall be a Member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. Each Member shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. In the event that more than one (1) person, group of persons or entity is the record Owner of a fee interest in any Unit, only one vote shall be cast for such Unit. Membership in the Association shall be subdivided among the owners of the Unit: every Unit constitutes only one vote.

ARTICLE III MEMBER'S RIGHT OF ENJOYMENT

1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and community Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by three-fourths (3/4) of then Members of the Association. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the Member of the Association and their guests.

(c) The right of the Association to take such steps as are reasonably necessary to protect Sherwood against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of Members as is reasonably necessary for the enjoyment of other Members; and

(e) The right of the Association to suspend the voting rights and the rights to use of the recreational Common Areas and recreational Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any

necessary to serve any of the Common Areas or Community Facilities or to serve any other portion of Sherwood.

2. The Association's Easements. Declarant hereby reserves for and grants to the Association for the benefit of its Members, their guests, invitees and lessees, the following easements, rights and privileges:

(a) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon and over all roads, walkways and passageways located on The Property.

(b) An easement for the placement and maintenance of all roadways and utilities, including sewer, gas, electricity, and telephone lines, pipes, sewers, and conduits, in and through The Property, including the right of access thereto, such easements being in common with and subject to the terms and conditions of all easements and rights of way heretofore granted by the Developer to companies furnishing utilities to and for The Property.

(c) The right to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Common Areas and Common Facilities.

(d) An easement and right, but not an obligation, to enter upon any Unit in order to:

(i) Make any repairs which, in the sole discretion of the Board, are of an emergency nature and;

(ii) To do other work reasonably necessary for the proper maintenance and operation of Sherwood. Such instances shall be limited to maintenance issues that pose a serious or substantial risk of damage to other Units, Common Areas or the aesthetic appearance of Sherwood as a whole. Reimbursement to the Association for the cost of all repairs or work done by the Association pursuant to this paragraph shall be the responsibility of the Owner for which an assessment shall apply.

3. Declarant's Easement. The Declarant hereby reserves to itself a "construction" easement for so long as the Control Period exists for the purpose of allowing the Developer, its agents, servants, employees, builder and contractors access to all or any part of The Property for purposes of the construction and renovation of the Common Area and Common Facilities, the Dwellings, and the Units. Each Owner acceptance of a deed to a Unit herewith waives any and all right of claims, demands or causes of action by which he may have as a result of construction activity by the Developer and his agents. The construction easement herein includes, but it not limited to, the following types of activities:

(a) The construction of Dwellings,

(b) Rehabilitation renovation of the existing Common Areas and Common Facilities;

(c) Paving and landscaping work;

(d) Ingress and egress and for further use as necessary in developing or construction additional or adjacent units within The Property including but not limited to the right of temporary removal of structures such as fences and/or temporary obstruction of residences or premises for construction purposes;

(e) Change previous elevations or make such changes as are necessary in previously constructed and sold units so that the newly constructed units can fit in harmony with The Property. In this regard, the Declarant is given the right to reconstruct or reconfigure drainage on any lot as deemed necessary by the Declarant; and

(f) All other types of construction activity which Declarant in the exercise of its sole discretion, may undertake to beautify or improve The Property during the Control Period

herein, these restrictions and protective covenants apply only to the Parcel and to no other land within the Developer Site.

1. **PARKING.** The Parking area at Sherwood is a dedicated common area and shall be maintained by Sherwood Homeowner's Association. Parking shall occur only in the designated parking areas and shall be in compliance with all governing rules and regulations of the City of Tuscaloosa. The lights in the Parking Lot shall be provided by Alabama Power, unless otherwise specified by Sherwood Homeowner's Association, and the cost for same shall be borne by the Unit Owners cumulatively and paid through the assessment to Sherwood Homeowner's Association.

2. **LANDSCAPING.** Landscaping will be performed and maintained by Sherwood Homeowner's Association, including but not limited to planting, weeding, irrigating and mowing. All modifications to landscaping, screening, including materials and plant species, shall be approved in writing by Sherwood Review Committee and same shall comply with applicable landscaping ordinances and requirements as specified by the City of Tuscaloosa.

3. **SIGN CRITERIA.**
General Requirements and Prohibitions. No exterior signs or other exterior advertising devices shall be installed or permitted on any Unit or on Sherwood without Sherwood Review Committee or Sherwood Homeowner Association's prior written approval, subject to the other terms specifically set forth herein.

All permits for signs and their installation shall be obtained by MUSGROVE GROUP . Signs installed which do not conform or which are not approved by MUSGROVE GROUP , or Sherwood Review Committee, must be removed or brought into conformance by Unit owner at the expense of Unit Owner.

Prohibited Signs. The following signs are prohibited: painted signs on walls, sign bands, or windows; painted lettering, symbols or identification of any nature, except as permitted hereunder; wood or plywood signs; paper, cloth material or cardboard signs, stickers, banners or flags; roof mounted signs; flashing, blinking, moving or animated signs or signs emitting any sound or odor; and portable signs anywhere on Sherwood or adjacent right-of-way or buffer strips.

Free-standing Signs. In addition to the specifications set forth herein, no free standing sign, or sign not attached to a building, may be installed; except that in association with a building or structure, a maximum of one (1) free-standing sign identifying the occupant(s) of the building and receiving the prior written approval of MUSGROVE GROUP or Sherwood Review Committee shall be permitted on the Unit.

Anything herein stated to the contrary notwithstanding, the size, character, appearance, location, installation and maintenance of all signs to be utilized by Unit owner must comply with all rules, ordinances, regulations and laws of any and all appropriate governmental authorities. Further, Unit owner understands and acknowledges that all signs must (a) comply with applicable zoning ordinances and (b) receive approval by Sherwood Review Committee.

4. MAIL BOXES

The Association shall be responsible for the common maintenance of suitable mailbox receptacles for each unit.

5. COVENANTS TO RUN WITH LAND; DECLARANT CONTROL:

Except as otherwise herein provided, each and all of the covenants, conditions, restrictions and provisions contained in the Agreement, whether of an affirmative or a negative nature, shall become effective on the date hereof, shall be binding upon Unit Owner and all persons claiming by, through or under Unit Owner in ownership and use of the Parcel, and their respective successors and assigns, shall constitute covenants running with the Parcel, and shall inure to the benefit of, and be enforceable by Declarant, Sherwood Homeowner's Association or its successors and assigns. Declarant reserves the right, exercisable at any time at its sole option, to assign and transfer any and all such approval rights, whether in whole or in part, to Sherwood Review Committee, which assignment and transfer, if made, shall be effectuated by an instrument in writing executed by Declarant and recorded in the Office of the Judge of Probate of

members comprising Sherwood Review Committee shall be deemed an action on behalf of Sherwood Review Committee.

Nothing herein is intended to create or shall be construed to create any rights whatsoever for the benefit of the general public in the Parcel or the Developer Site or in any improvements constructed thereon.

6. **RIGHT TO MODIFY.** This Agreement may be terminated, extended, modified or amended by MUSGROVE GROUP unless MUSGROVE GROUP has transferred approval rights to Sherwood Review Committee, in which event Sherwood Review Committee, provided no such amendments or modifications will affect the right of any mortgagee under a mortgage or the trustee or beneficiary under any deed of trust constituting a lien on the Parcel nor will any amendment, modification, extension or termination be effective against any mortgagee, trustee, or beneficiary subsequent to its securing title to its encumbered tract by foreclosure, trustee's deed or deed in lieu of foreclosure unless the mortgagee or trustee and beneficiary, as the case may be, shall have consented to such amendment or modification in writing. All other provisions notwithstanding, the joinder or consent by other purchasers from MUSGROVE GROUP of any other portions of the Developer Site is not required for any termination, extension, modification or amendment of this Agreement.

7. **WAIVERS.** No delay or omission in exercising any right accruing under the provisions of this Agreement shall impair any such right or be construed to be a waiver thereof. A waiver by any of the parties hereto of any of the covenants, conditions or agreements hereof shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement contained herein.

8 **REMEDIES CUMULATIVE.** All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and the exercise of any one of such remedies, shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein.

9 **PARTIAL INVALIDITY.** If any terms, provisions or conditions contained in the Agreement, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provisions or conditions to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10 **CAPTIONS.** The captions of the sections of this Agreement are for convenience only and shall not be considered nor referred to in resolving questions of interpretation or condition.

11. **ACCEPTANCE AND COMPLIANCE.** Each owner, grantee, lessee, and occupant of all or any portion of the Parcel shall be deemed by the acceptance of the conveyance, grant, lease, delivery or possession thereof, to have accepted the covenants and restrictions provided in this document and to have agreed to comply with the terms stated herein and to have accepted whatever right, title or interest in the Parcel so received subject to all the terms and conditions of this document.

12. **COMMON SCHEME.** It is understood and agreed that these covenants and restrictions shall not be deemed to create a common scheme of development and will not restrict or apply to any property now or hereafter owned by MUSGROVE GROUP .

13. **ATTORNEY'S' FEES.** If either party files a lawsuit in connection with this Agreement, the party that prevails in such action shall be entitled to recover from the non-prevailing party, in addition to all other remedies or damages as provided herein, reasonable attorney's fees and costs of court incurred in such lawsuit, as provided by governing law.

1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges: and (b) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Unit against which assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner at the time when the assessment fell due.

2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on Sherwood and in particular for the improvement and maintenance of Sherwood, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Community Facilities, including but not limited to, the payment of taxes and insurance on such common areas and common facilities, if any, any repairs, replacements, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof and including, but in no way limited to, the following:

- (a) The cost of all operating expenses of the Common Areas and Community Facilities and services furnished, including charges by the Association for facilities and services furnished by it.
- (b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any.
- (c) The cost of fire and casualty and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect, if any.
- (d) The cost of wireless internet, if applicable;
- (e) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements.
- (f) The estimated cost of pre-pays, maintenance and replacements of the Common Areas and Community Facilities to be made by the Association.
- (g) The cost of a termite bond that will cover the entire subdivision, if deemed necessary.

3. Annual Assessments. The annual assessment for each Owner may be levied on a monthly, quarterly, semi-annual, or annual basis. The amount of the annual assessment shall be determined by The Review Committee, or the manager of the Homeowners association, and same shall not be liable to the Association or the Owners for any cost, loss, or expense in the event the assessment is less than actually needed for its purposes. In such event, an additional assessment may be levied as set forth in Section 4 below. In the event of an overage of Assessments for any annual year, such monies shall be placed in a reserve fund for the Association.

4. Special Assessments. In addition to the annual assessments authorized in any assessment year a special assessment, applicable

assent of three-fourths (3/4) of then Members of the Association. A meeting of the Members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each Owner, unless agreed upon in writing by all unit owners to the contrary.

5. Commencement of Annual Assessments. The first annual assessment for each membership commence on the first day of the month following the conveyance of the Unit to which such membership is appurtenant by the Developer to the Member. The first annual assessment for such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year, or as the Homeowner's Association may otherwise provide.

It shall be the duty of the Officers of the Association to fix periodically the amount of the annual assessment against each Unit for each assessment period and the Association shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Officers. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

6. Escrow. Each Member shall maintain a two (2) month's escrow balance for common costs, to be paid at the initial start of ownership, for the purpose of the Association.

7. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Officers of the Association in its discretion. Neither the Officers nor the Declarant shall incur any liability to the Association or any Owner for its failure to establish or maintain a reserve fund or any specific level of a reserve fund. Such fund shall be conclusively deemed to be a common expense of the Association. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by any agency of the United States of America or may, in the discretion of the Officers, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Areas and Community Facilities, and for operating contingencies of a non-recurring nature. The proportionate interest of any Member in any reserve for replacements shall be considered an appurtenance of his Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Unit to which it appertains and shall be deemed to be transferred with such Unit.

8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

9. Liability for Delinquent Assessment on Subsequent Unit Owners. Notwithstanding any other provision of the Declaration to the contrary, upon the conveyance by the Owner of his Unit to a new Owner any personal obligation of the transferring Owner for delinquent assessments pursuant to the provisions of this Article shall become an obligation of his successor in title.

ARTICLE VI DEFAULT IN ASSESSMENTS

1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment may, upon resolution of the Officers of the Homeowner's Association, bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum), and the Association may bring an action at law against the Owner or owners obligated to pay the same, or foreclose the lien against the Unit (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages, deeds of trust or other liens upon real property under the laws of the State of Alabama), by publication in a newspaper of general circulation for three consecutive weeks in Tuscaloosa County, Alabama, and giving the date of such sale. Such sale shall occur on the Courthouse steps in Tuscaloosa County, Alabama. In either of which events, interest, costs and reasonable attorneys fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by non-use of the Common Areas or Community Facilities or abandonment of his Unit or Dwelling. If the annual assessment is paid in monthly installments, then each monthly installment shall be due on the first day of the month and if not paid by the 5th day of the month, the Owner will be charged an additional amount equal to 10% of such monthly installment. This is in addition to the acceleration of installments contained in Section 2 below.

2. Acceleration of Installments. Upon default in the payment of any one (1) or more monthly or other installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Officers of the Association and be declared due and payable in full.

3. Subordination Provision. The lien of time assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4. Additional Default. Any recorded first mortgage secured on an Unit shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 3 of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE VII

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Areas, the Association shall provide exterior maintenance upon each Dwelling, including the roof, gutters, downspouts, porch, fencing of each Dwelling and including lawn maintenance for each Unit which is subject to assessment as follows: paint, repair, and care for the exterior building surfaces, unless provided otherwise herein; the trees, shrubs, grass and walks of the individual front yards of the Units deeded to the Unit Owners; and such other exterior improvements as the Officers may from time to time designate, and any other services or utilities serving the common Areas, including sewer, water, power and gas lines. The Association shall not be responsible for the exterior maintenance of doors, except those serving multiple units, the glass surfaces of windows or doors, screens and screens doors, exterior window surfaces, exterior doors and garage doors and other exterior hardware and light fixtures, meter base and electrical panel and the heating and air-conditioning equipment for each Dwelling. The repair, replacement, maintenance of these items shall be the responsibility of each individual Owner. However, in the event that the Owner wishes to use a different type or kind of variety of any of these items than that originally placed on the Property, such Owner must first obtain the permission of The Review Committee. Unit Owners are required to replace all light bulbs or other lights or the exterior lamps attached to the Unit or

each Owner, by acceptance of a deed, does grant permission to any agent of the Association to use occasionally from the exterior plumbing connection belonging to each Owner for the purpose of watering and/or otherwise maintaining or repairing the lawn, trees, shrubs, or flowers in the Common Areas and the front yards of each Owner. This use, if utilized by the Association, shall be limited to landscaping purposes only.

In the event that an Owner shall fail to perform properly any of its obligations of repair and maintenance as contained in this Article, the Association may, but shall not be obligated to, make said repairs and/or perform said maintenance and assess the cost thereof to said Owner. Said cost shall be personal obligation of said Owner, shall create a lien on his Unit and shall be added to and become part of the assessment to which such Unit is subject.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his family, or guests, or invitees, and not covered or paid for by insurance on such Unit, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject and said cost shall be a personal obligation of said Owner.

ARTICLE VIII **USE RESTRICTIONS**

In addition to the restrictions imposed under and by all existing zoning ordinances of the City of Tuscaloosa, Alabama, and except for the activities of the Developer during original construction, the Declarant does hereby establish and place upon each Owner the following restrictions:

1. Sherwood is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon Sherwood shall be in accordance with the plans and specifications of the Developer. No buildings or structures shall be moved from other locations onto Sherwood and no subsequent buildings or structures other than Dwellings shall be constructed by any person other than the Declarant. No structures of a temporary character, including but not limited to a trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of Sherwood at any time as a residence either temporarily or permanently.

2. Notwithstanding any provision herein contained to the contrary, it shall be expressly permissible for Declarant or the builder of the Dwellings, to maintain during the period of Construction and sale of the Dwellings, upon such portion of Sherwood as Declarant deems necessary, such facilities as in the sole opinion of the Declarant may be reasonably required, convenient, or incidental to the construction and sale of the Dwellings, including but without limitation, a business office, storage area, construction yards, signs, model units, and sales office; provided, however, that these used by the Declarant or building shall be restricted to Dwellings owned by the Declarant.

3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any said Dwellings, except that dogs (other than those defined by governing law as dangerous, including but not limited to Chows, Pit Bulls and Rottweiler), cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose; Owners shall be subject to the rules and regulations which shall be promulgated by the Association. All pets brought outside of the exterior walls of an Dwelling to any part of the Common Areas must be kept on a leash at all times and must be accompanied by a responsible person. Unit Owners are responsible for removing any refuse created by any such pets from the common areas.

4. The Declarant will color coordinate certain exterior materials on the Dwellings, as they are built. As these products need replacing, repairing or repainting, the original colors and type materials must be used or colors and materials as near the original as possibly may be substituted providing the original is not readily available. Exterior trim shall be as originally installed. Siding and roofing colors and design shall remain as similar as possible to the original.

5. No Lot or Lots shall be subdivided (i) except as such may become necessary in order to correct minor changes resulting from errors or survey in the platting of Sherwood or (ii) unless the Unit or Units resulting from such subdivision shall have a minimum of not less than that allowed by any governmental bodies. In either of the events described in this section, the Declarant may subdivide or re-subdivide Lots without the consent of any other Unit owners.

6. Sherwood shall not be used in any way or for any purpose which may endanger

and of the Association, its successors and assigns, in furtherance of its powers, and purposes as hereinafter set for

7. Sherwood shall not be used to perform any public or private nuisance; any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness; any commercial enterprise for which re-zoning would be necessary; any operation of a day to day business for which re-zoning would be necessary; any use which would be contrary to the current or future laws governing Alabama Tenant and Landlords; any unusual fire, explosion or other damaging or dangerous hazard; any other use not permitted by the laws of the State of Alabama or the City of Tuscaloosa..

8. All Grass areas, including front, side and back yard areas, shall be kept clean and neat. All bicycles, carts, and other items when not in use must be stored inside the Dwelling.

9. No improvements of any kind shall be made to a patio except such improvements as may be approved in accordance with the provisions herein, provided, however, that any such plants must be kept and maintained in good condition by the Owner. The Association may require the removal of any plants if such plants are not maintained or kept in good condition by the Owner. The determination of good condition shall be made by the Officers of the Association in its sole, absolute, and uncontrolled discretion, and any such determination shall be deemed binding, final, and conclusive on all parties. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No clotheslines will be allowed on the Property.

10. Except on the individual areas appurtenant to a Dwelling, no planting or gardening shall be done by anyone other than the Declarant or the Association. No fences, hedges, or wall shall be erected or maintained upon Sherwood except such as are installed in accordance with the initial construction of the buildings located thereon or as approved by the The Review Committee. The Association's Officers are hereby authorized to make reasonable rules and regulations to govern the residents' use of the Common Areas. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owner of Dwellings and is necessary for the protection of said Owners.

11. Maintenance, care, replacement, and repairs of exterior screens and screen doors, exterior doors, window fixtures, glass surfaces, heating and air conditioning equipment for each Dwelling, and other exterior hardware and light fixtures, shall be the sole responsibility of the Owner of each Dwelling, except for those doors servicing several units. In the event that any of these items is not maintained, cared for, or repaired in accordance with the rules and regulations as shall be established by the Association, then the said Association may come upon the Dwelling and perform such maintenance or repair as is necessary, and assess any Unit Owner for the cost of such maintenance or repair. Any such assessment shall be made in accordance with the rules and regulations promulgated by the Board, and shall constitute a lien against the Dwelling as herein provided. Any cooperative action necessary or appropriate for the proper maintenance and upkeep of the Common Areas shall be taken by the Association or its duly designated representatives.

12. All fixtures and equipment installed within a Unit and the heating and air-conditioning equipment as originally installed outside of the Dwelling and as might be changed by the Owner at a later date after first obtaining the approval of the Association or The Review Committee shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

13. Without prior written approval and the authorization of the Association, no exterior television, radio antennas or satellite dishes of any sort shall be placed, allowed, or maintained upon any portion of the improvements to be located upon the Property nor upon any structure situated upon the Property.

14. In the event of an emergency, the Association may, in the interest of the general welfare of all the Owners of Sherwood and after reasonable notice to the Owner, enter upon any or the exterior of any Dwelling at reasonable hours for the purpose of inspecting, removing, or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein as a prohibited use or nuisance, and no such entry or inspection shall be considered a trespass or otherwise be considered a wrongful act, provided, however, that no such action shall be taken without a

materials. No color lens or lamps are allowed.

16. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered, or modified without the prior consent of The Review Committee, whether on private property or in common areas.

17. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, birdhouses, rock gardens, statues or similar types of accessories and lawn furnishings are permitted on any lot without prior written approval of The Review Committee.

18. No noxious or offensive activity may be carried on upon any lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any loose debris, subject to being scattered by wind or animals, shall be bagged or otherwise contained before placing same on the street or curb.

19. No common area may be used or maintained as a dumping ground for rubbish.

20. No boat, boat trailer, house trailer, horse trailer, camper, motor home, motorcycle or other similar recreational item shall be stored on any lot or parking area. Any inoperable vehicle must be removed immediately.

21. No commercial vehicle or equipment shall be stored at any place on any lot within public view.

22. No owner shall cause or allow to be caused any damage, destruction or waste to the Common Areas.

23. Declarant makes no warranty concerning soil conditions and each lot owner should satisfy themselves concerning foundation requirements prior to constructing, repairing or replacing any improvements on any lot. ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF HABITABILITY AND WORKMANSHIP ARE HEREBY EXCLUDED BY THE DECLARANT. IF AN EXPRESS LIMITED WARRANTY IS GIVEN BY THE BUILDER IN CONNECTION WITH THE FIRST SALE OF ANY UNIT, SAID LIMITED WARRANTY SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF THE BUILDER TO THE OWNER AND NOT SUBJECT THE DEVELOPER TO ANY LIABILITY..

24. The exterior of any such improvement on any lot shall and must be properly maintained and this includes but is not limited to painting, replacing rotten or defective items and maintaining the exterior maintenance to prevent such as chipped and peeling paint and mildew. This further includes anything that would generally detract from the neighborhood. If such deterioration occurs and is not corrected after two thirty-day notices to the lot owner, then the Association, in its discretion, may expend the cost to correct the condition and charge it to the lot owner and the lot owner shall immediately reimburse said amount to the Association.

25. There shall be no additions or improvements, including change of exterior color, without prior approval by The Review Committee.

26. There shall be no parking in such a manner as to block designated parking spaces, the dumpster, the egress and ingress of parking spaces or other parked vehicles. No owner or member shall rent any parking space other than within a lease for the rental of the entire Unit.

27. Upon approval of the Declarant or a three-fourth membership of the Homeowner's Association, and upon obtaining city and historic approval, an owner may construct an appropriate storage facility no larger than 4 x 5.

28. No satellite dishes, tv dishes or receivers may be placed upon, on or around the structure in such a manner as may be visible from the road.

ARTICLE IX **PARTY WALLS**

1. General Rules of law to Apply. Each wall which is built as a part of the original construction of the Dwellings upon the Properties and placed on the dividing line between the 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 negligence or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and

equal proportions without prejudice; subject, however, to the right of any Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to Contributions 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 X

MISCELLANEOUS PROVISIONS

1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens or changes now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no way effect any other provision which shall remain in full force and effect.

3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive period of ten (10) years. This Declaration may be amended at any time thereafter by an instrument signed by the Owners of not less than seventy-five (75%) of the Units. Any such amendment must be recorded in the Office of the Probate Judge of Tuscaloosa County, Alabama.

4. Leasing. All leases shall be in compliance with local and governing laws of the City and County of Tuscaloosa, and in compliance with applicable Landlord and Tenant laws governing the State of Alabama.

5. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Dwelling number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the Unit securing its mortgage.
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond by the Association.
- (d) Any proposed action that requires the consent of a specified percentage or mortgage holders.

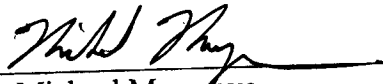
6. Information. The Association is required to make available to Dwelling Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, By-Laws, Articles, Rules and Regulations, and the books, records, and financial statements of the Association, upon request, during normal business hours or under other reasonable circumstances.

7. Incorporation by Reference Of Resale. In the event any Owner sells or otherwise transfers his Unit, any deed purporting to affect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Failure to do so shall not exempt such transfer from governance herein.

8. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who as Member or Owner on the records of the Association at the time of such mailing, or the unit if no other address has been provided.

9. Governing Law. This Agreement is governed by the laws of the State of

The Musgrove Group, L.L.C.

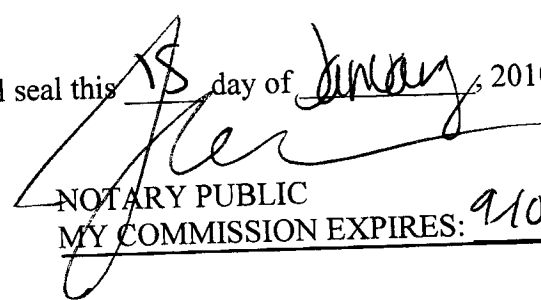

By: Michael Musgrove
Its: Member

**STATE OF ALABAMA
COUNTY OF TUSCALOOSA**

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Musgrove, whose name as Member of THE MUSGROVE GROUP, LLC, an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of this instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 18 day of January, 2010.

(SEAL)


NOTARY PUBLIC

MY COMMISSION EXPIRES: 9/10/12

This Document Prepared by:
Hallie L. Leavell
Leavell & Associates, Attorneys at Law, L.L.C.
903 Main Avenue, Suite A
Northport, AL 35476
(205) 248-0053

By: Michael Nussgröb, Sole Member

This the 7th day of January 1968
Travis Elmore

On this the 7th day of January
Joseph A. Robbins
 Engineer

on this the 1 day of August
1940 for W.L.S.
 Secretary

on this the 12th day of January 2011
 Before Me by: A.D.S.

All easements shown on this plat are for public, religious, sanitary, storm water, and storm ditch, and may be used for any purposes to serve property both within and without the easement. No private utility, including private sanitary sewer lines, shall be permitted to cross perpendicular to and within the easement, but may cross at an angle. No structures or other obstruction shall be placed within the easement. No perturbation of easement, fences or structures placed within the limits of a lot, is subject to removal without compensation at convenience of city.

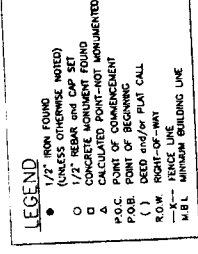


Phone (334) 289-3020 • Fax (334) 289-3335

ike@hugoboss.com

Post Office Box 508
Prichard, Alabama 36476
Phone (205) 333-0003 • Fax (205) 333-0178

A



SHEET 1 OF 3

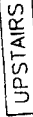
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ACAD File 0903-016.Final(1).dgn
Drawn By JWH
Approved By DRH
Date 12-31-08
Scale 1" = 30'

Source: D.B. 2008/16979
Survey Type: SUBMISSION
Surveyed By: JN
Field Work: 12/08
Field Book: QC
Accession File: 0903-018.05

SUNSHINE DRIVE CONDOMINIUMS

SHERWOOD DRIVE
EAST OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF

1. TOWNSHIP 21 SOUTH, RANGE 10

[illegible]

Source	D.B. 2008/18078	Job No.	0903-016
Field Work	1201	Date	12-31-09
Survey Type	SUBDIVISION	Scale	NONE
MOAD File	0903-016.FINAL (2)	Drawn By	JMH
CGO File	0903-016.crs	Approved By	JMH
		Surveyed by	WJM

HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors
205 East Washington
P.O. Box 447

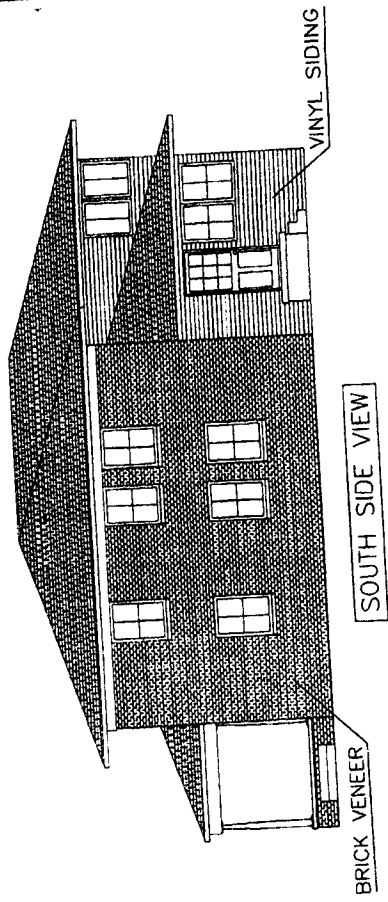
Professional Land Surveyors

2728 Lyndon Wallace Blvd.
P.O. Box 508
Northport, AL 35476
Phone (205) 333-0003 • Fax (205) 333-0178

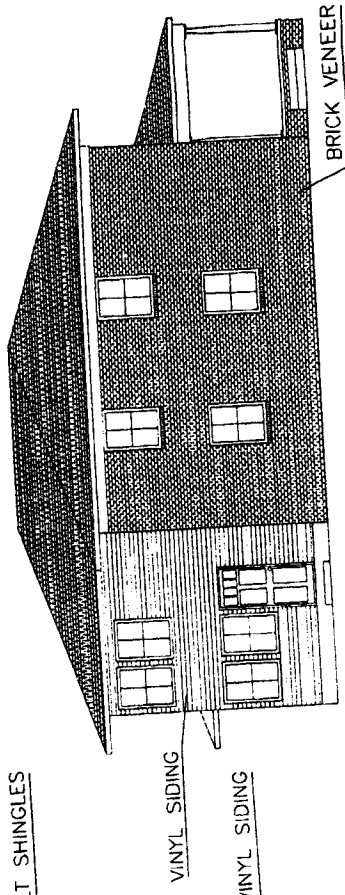


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Drawing name: C:\DRAWINGS\0903-016 Reinom\0903-016 FINAL (2).dwg

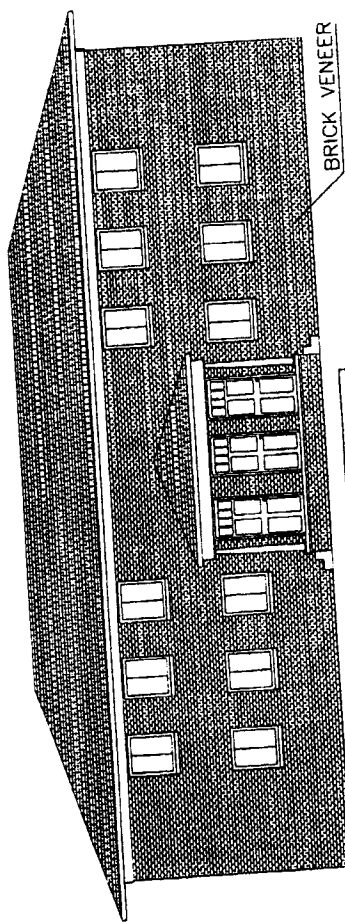
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Plotted on Jan 07, 2010 - 10:51am



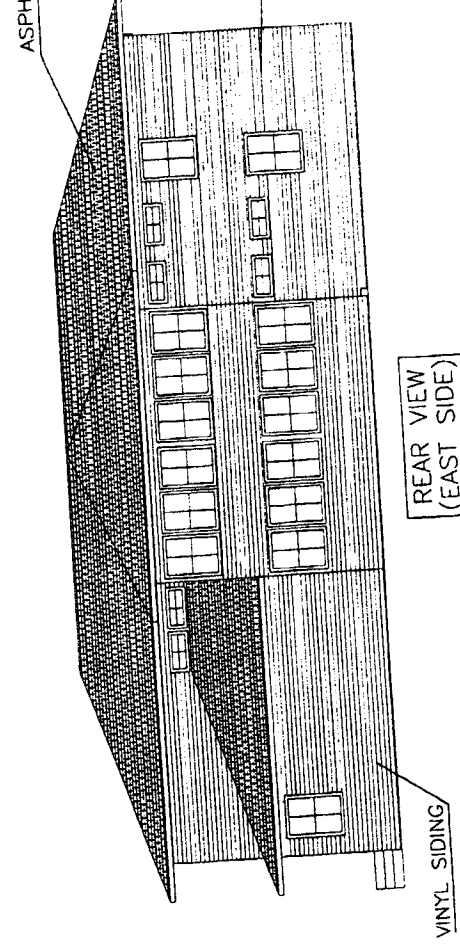
SOUTH SIDE VIEW



NORTH SIDE VIEW



FRONT VIEW
(WEST SIDE)



REAR VIEW
(EAST SIDE)

State of Alabama
County of Tuscaloosa
I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original drawing as the same appears in the files of the Surveyor General of the State of Alabama.
R. C. Spivey, Jr.
Surveyor General
Tuscaloosa, Alabama
Subscribed and sworn to before me this 1st day of January, 2010.
Notary Public
My Comm. Expires 12/31/11

ELEVATIONS

NOT TO SCALE

SHEET 3 OF 3

Source	D.B. 2009/0879	Job No.	0903-016
Field Work	12/09	Date	12-31-09
Survey Type	SUBDIVISION	Scale	NONE
ACAD File	0903-016.DWG	Drawn By	W.M.
COGO File	0903-016.DWG	Approved By	W.M.
		Supervised By	W.M.

SHERWOOD DRIVE CONDOMINIUMS
PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 14, TOWNSHIP 21 SOUTH, RANGE 10 WEST 1N
TUSCALOOSA COUNTY, ALABAMA

HERNDON, HICKS & ASSOCIATES, INC.
Professional Land Surveyors
2778 Lurleen Wallace Blvd.
P.O. Box 109
Tuscaloosa, AL 35604
Phone (205) 333-1003 • Fax (205) 333-0178
hicks@hicksurveyors.com

