



Plantation South I Condominium Association, Inc.
Governing Documents

Sixth Edition
December 2023

Revision History

1. **June 16, 1982.** Original Articles of Incorporation, Exhibit "A" Bylaws, Schedule A Rules and Regulations, and Declarations of the Condominium recorded with Madison County Probate Office. Source Documents 1, 2, 3 and 4.
2. **April 22, 1983.** First Amendment to the Bylaws (amendments listed below). Source Document: 5.
 - a. Article II, Section 2.01 inserts clause (3) in the first sentence.
 - b. Article V, Section 5.02 "the penultimate sentence is deleted and replaced with "The annual budget of shall provide for an adequate reserve fund for ..."
 - c. Article VI, Section 6.01 added a paragraph at the end of the section, "Any assessment lien is subordinate to any first mortgage lien, ..."
3. **February 11, 1988.** Amended Exhibit "A" Bylaws, Section 1.09. Source document: 6.
4. **January 30, 1992.** The Annual Meeting held voted on amendments to the Exhibit "A" Bylaws listed below. Source document: 7.
 - a. Article II, Section 2.01(a) amended.
 - b. Article II, Section 2.01(c) amended.
 - c. Article II, Section 2.02 amended.
 - d. Article II, Section 2.12 amended.
 - e. Article V, Section 5.02 amended.
 - f. Article VIII, Section 8.06 deleted in its entirety.
5. **January 30, 1992.** The Annual Meeting voted on amendments to the Declaration of Condominium listed below. Source document: 8.
 - a. Article XXI Section 21.05 deleted in its entirety.
 - b. Article XXII deleted in its entirety.
 - c. Article XXIII deleted in its entirety.

6. **May 18, 1993.** A Special Meeting of the shareholders voted to amend Article VIII - Registered Agent of the Articles of Incorporation. Source document: 9.
7. **June 22, 1994.** A Special Meeting of the shareholders voted to amend the Articles of Incorporation by adding Article XII. Source document: 10.
8. **Oct 11, 1994.** A Special Meeting of the shareholders voted to amend Declaration of Condominium Article XXVIII by adding to the article with 2 paragraphs. Source document: 11.
9. **Oct 11, 1994.** Resolution No. 96-7-1 amends the Declaration of the Condominium as listed below. Source document: 12.
 - a. Article VI - Addition in Accordance with a General Plan of Development, deleted in its entirety.
 - b. Article XII - Assessments. 12.07 - Subordination of Liens, deleted in its entirety.
- 10.

Notes about this document

1. This document contains the text from the scanned original governing documents which were filed with the Probate Office in Madison County of the State of Alabama. PDFs of the scanned original documents are available for Plantation South I Condominium members to download from our Association website. The contents of this document have been carefully reviewed for accuracy.
2. A list of all source documents can be found on the following page.
3. This document **leaves out** the following elements of the original scanned documents:
 - a. the signature block and/or scans of signatures;
 - b. certifications by the Notary Public; and
 - c. certifications by the Probate Office Judge.
4. **Amendments to this document** are shown along with a reference for the source for the revision.

Source Documents

1. Articles of Incorporation; Exhibit "A" - Bylaws; Schedule A - Rules and Regulations dated **June 16, 1982**, and recorded with the Madison County Probate Office, Vol. 66 pp. 623-656.
2. Declarations of the Condominium dated **June 16, 1982**, and recorded with the Madison County Probate Office, Vol. 1 pp. 271-299.
3. Second Supplemental Declaration of Condominium Plantation South I Condominium dated **June 16, 1982**, and recorded with the Madison County Probate Office, Vol. xx pp. xxx-xxx.
4. Third Supplemental Declaration of Condominium Plantation South I Condominium dated **April 21, 1983**, and recorded with the Madison County Probate Office, Vol. 1 pp. 640-665.
5. Fourth Supplemental Declaration of Condominium Plantation South I Condominium dated **June 16, 1982**, and recorded with the Madison County Probate Office, Vol. xx pp. xxx-xxx.
6. First Amendment to the Bylaws of Plantation South I Condominium Association, Inc. dated **April 22, 1983**. This amendment was recorded with the Madison County Probate Office Vol 1, Page 666-667.
7. Minutes of The Annual Meeting held **February 11, 1988**. This amendment from these minutes was recorded with the Madison County Probate Office on Jun 22, 1992, Book 123, Pages 835-837.
8. Minutes of The Annual Meeting held **January 30, 1992**. The amendments to the Exhibit "A" Bylaws from these minutes was recorded with the Madison County Probate Office on Jun 22, 1992, Book 123, Pages 835-837.
9. Minutes of The Annual Meeting held **January 30, 1992**. The amendments to the Declaration of the Condominium from these minutes were recorded with the Madison County Probate Office on Jun 22, 1992, Book 123, Pages 835-837.

10. Amendment to Exhibit "A" Bylaws, June 22, 1992, Vol 123, Pages 835-837.
11. Minutes of a Special Meeting of the Shareholders on May 18, 1993. The amendment to the Articles of Incorporation was recorded in the Probate Office of Madison County on Jun 28, 1993, in Book 129, Pages 969-971.
12. Minutes of a Special Meeting of the Shareholders on June 22, 1994. The amendments to the Articles of Incorporation were recorded in the Probate Office of Madison County on Jun 28, 1994, Book 137, Pages 306-308.
13. Minutes of a Special Meeting of the Shareholders on Oct 11, 1994. The amendment to the Declaration of Condominium was recorded in the Probate Office of Madison County on Oct 28, 1994, Vol 4, Page 291-292.
14. Resolution No. 96-7-1 dated **Oct 11, 1994** provides for amendments to the Declaration of Condominium. This resolution by the Board of Directors was recorded in the Probate Office of Madison County on May 5, 1997, Book 155, Page 294.

Table of Contents

Revision History	iii
Notes about this document	v
Source Documents	vi
Section 1 : ARTICLES OF INCORPORATION OF PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC. (A Corporation not for Profit)	1-1
ARTICLE I - NAME	1-1
ARTICLE II - PURPOSE AND POWERS	1-1
ARTICLE III - MEMBERS	1-6
ARTICLE IV - DIRECTORS	1-7
ARTICLE V - PERIOD OF DURATION	1-8
ARTICLE VI - OFFICERS	1-8
ARTICLE VII - INDEMNIFICATION	1-9
ARTICLE VIII - REGISTERED AGENT	1-9
ARTICLE IX - AMENDMENTS TO THESE ARTICLES	1-10
ARTICLE X - INCORPORATORS	1-10
ARTICLE XI - BYLAWS	1-11
ARTICLE XII	1-11
Section 2 : EXHIBIT "A" TO ARTICLES OF INCORPORATION BYLAWS OF PLANTATION SOUTH I CONDOMINIUM	2-1
ARTICLE I - MEMBERSHIP AND MEMBERSHIP MEETINGS	2-2
ARTICLE II - BOARD OF DIRECTORS	2-6
ARTICLE III - OFFICERS	2-15
ARTICLE IV - RESPONSIBILITY FOR MAINTENANCE AND REPAIRS	2-17
ARTICLE V - ASSESSMENTS	2-17
ARTICLE VI - DEFAULT	2-22
ARTICLE VII - MORTGAGES	2-24
ARTICLE VIII- USE AND OCCUPANCY RESTRICTIONS	2-25
ARTICLE IX - MISCELLANEOUS	2-29
ARTICLE X - AMENDMENTS	2-30
ARTICLE XI - CONSTRUCTION	2-30

Section 3 : SCHEDULE "A" TO BYLAWS— RULES AND REGULATIONS FOR PLANTATION SOUTH I CONDOMINIUM 3-1

1. Use and Occupancy Restrictions.	3-1
2. Use of Common Elements.	3-1
3. Insurability.	3-1
5. Electric Wiring.	3-2
6. Plumbing Fixtures.	3-2
7. Nuisances.	3-2
8. Alterations and Structures.	3-3
9. Laundry.	3-4
10. Trash.	3-4
11. Window Coverings.	3-4
12. Signs.	3-4
13. Porches, Patios and Decks.	3-5
14. Soliciting.	3-5
15. Screen Porches.	3-5
16. Pets.	3-5
17. Boats, Trailers, and Off-the-Road Vehicles.	3-5

Section 4 : THE DECLARATION OF CONDOMINIUM OF PLANTATION SOUTH I CONDOMINIUM 4-1

ARTICLE I - PURPOSE	4-2
ARTICLE II - NAME	4-2
ARTICLE III - DEFINITIONS	4-2
ARTICLE IV - DESCRIPTION OF THE UNITS	4-5
ARTICLE V - COMMON ELEMENTS	4-8
ARTICLE VI - ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT	4-11
ARTICLE VII - UNITS SUBJECT TO DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS	4-12
ARTICLE VIII - EXCLUSIVE OWNERSHIP	4-13
ARTICLE IX - ENFORCEMENT	4-13
ARTICLE X - MAINTENANCE	4-14
ARTICLE XI - DECORATING	4-15
ARTICLE XII - ASSESSMENTS	4-16
ARTICLE XIII - ASSOCIATION	4-19
ARTICLE XIV - INSURANCE	4-21
ARTICLE XV - CONDEMNATION	4-22

ARTICLE XVI - RECONSTRUCTION OR REPAIR AFTER CASUALTY	4-23
ARTICLE XVII - USE RESTRICTION	4-26
ARTICLE XVIII - NOTICE OF LIEN OR SUIT	4-27
ARTICLE XIX - COMPLIANCE AND DEFAULT	4-27
ARTICLE XX - COVENANT AGAINST PARTITION	4-28
ARTICLE XXI - AMENDMENT	4-29
ARTICLE XXII - RESTRICTION ON TRANSFER OF UNITS	4-31
ARTICLE XXIII - POWER OF ATTORNEY	4-31
ARTICLE XXIV - TERMINATION	4-32
ARTICLE XXV - WARRANTIES	4-32
ARTICLE XXVI - INTERPRETATION	4-33
ARTICLE XXVII - SEVERABILITY	4-34
ARTICLE XXVIII	4-34
Section 5 : SECOND SUPPLEMENTAL DECLARATION OF CONDOMINIUM PLANTATION SOUTH I CONDOMINIUM	5-1
Section 6 THIRD SUPPLEMENTAL DECLARATION OF CONDOMINIUM OF PLANTATION SOUTH I CONDOMINIUM	6-1
ARTICLE VI - ARTICLES IN ACCORDANCE WITH A GENNERAL PLAN OF DEVELOPMENT	6-2
ARTICLE VII - UNITS SUBJECT TO DECLARATION ARTICLES OF INCORPORATION, BY-LAWS AND RULES AND REGULATIONS	6-3
Section 7 EXHIBIT "A" TO ARTICLES OF INCORPORATION BYLAWS OF PLANTATION SOUTH I CONDOMINIUM	7-7
ARTICLE 1: MEMBERSHIP AND MEMBERSHIP MEETINGS	7-8
ARTICLE II - BOARD OF DIRECTORS	7-12
ARTICLE III OFFICERS	7-18
ARTICLE IV - RESPONSIBILITY FOR MAINTENANCE AND REPAIRS	7-20
ARTICLE V - ASSESSMENTS	7-20
ARTICLE VI - DEFAULT	7-24
ARTICLE VII - MORTGAGES	7-25
ARTICLE VIII- USE ANO OCCUPANCY RESTRICTIONS	7-26
ARTICLE IX - MISCELLANEOUS	7-30
ARTICLE X - AMENDMENTS	7-31
ARTICLE XI - CONSTRUCTION	7-31
Section 8 : FOURTH SUPPLEMENTAL DECLARATION OF CONDOMINIUM OF PLANTATION SOUTH I CONDOMINIUM	8-33

Section 9 : DEED OF EASEMENT	9-2
EXHIBIT "A"	9-8
Section 10 : Summary of the Amendments	10-1
Section 11 : Amendments Filed with the Probate Court of Madison County, Alabama	11-1
FIRST AMENDMENT TO THE BY-LAWS OF PLANTATION SOUTH I CONDOMINIUM	11-1
AMENDMENT EXHIBIT "A" TO ARTICLES OF INCORPORATION BY-LAWS OF PLANTATION SOUTH I CONDOMINIUM	11-3
OFFICE OF THE PROBATE JUDGE, MADISON COUNTY, ALABAMA CERTIFICATE OF AMENDMENT OF Plantation South I Condominium Association, Inc.	11-9
AMENDMENT TO THE ARTICLES OF INCORPORATION	11-11
ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF PLANTATION SOUTH I CONDOMINIUM, INC.	11-13
AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PLANTATION SOUTH I CONDOMINIUM, INC.	11-15
BOARD OF DIRECTORS OF PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC. RESOLUTION NO. 96-7-1	11-17

Articles of Incorporation

Section 1 :

ARTICLES OF INCORPORATION OF PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC.

(A Corporation not for Profit)¹

TO THE JUDGE OF PROBATE OF MADISON COUNTY, ALABAMA:

We, the undersigned, hereby associate ourselves together, for the purpose of becoming incorporated under the laws of the State of Alabama as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be:

PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC. The corporation is herein referred to as the "Association."

ARTICLE II - PURPOSE AND POWERS

SECTION 1. PURPOSE. The purpose for which the Association is formed is to provide an entity for the management and operation of PLANTATION SOUTH I CONDOMINIUM ("a Condominium"), to be established as said Condominium by Declaration of Condominium to be filed in the Office of the Judge of Probate of Madison County, Alabama (hereinafter referred to as the "Declaration". All words and phrases, as used herein, shall have the same definition as attributed to them in the Declaration.

SECTION 2. POWERS. As a means of accomplishing the foregoing purposes, the Association shall have the following powers:

¹ Source document: 1.

Articles of Incorporation

- (a) The Association shall have all of the powers now conferred or which may be hereafter conferred on a not-for-profit corporation under the laws of the State of Alabama which are not in conflict with the terms of these Articles.
- (b) the Association shall have all of the powers and duties set forth in the Alabama Condominium Ownership Act (Code of Alabama 1975, Section 35-8-1 et seq.) except as limited by these Articles and the Declaration, and all of the powers necessary to administer and manage the Condominium in accordance with the provisions of the Alabama Condominium Ownership Act, the Declaration as it may be amended from time to time, and the Bylaws, including but not limited to the following:
 - (i) To designate those expenses which shall constitute the Common Expenses of the Condominium, other than those expenses declared as Common Expenses under the Alabama Condominium Ownership Act, the Declaration and the Bylaws of the Association.
 - (ii) To estimate the amount of the annual budget and to make and collect Assessments against owners of Units in the Condominium, to defray the costs, expenses, and losses of the Condominium.
 - (iii) To use the proceeds of Assessments in the exercise of its powers and duties.
 - (iv) To maintain, repair, replace, and operate the

Articles of Incorporation

Condominium Property.

- (v) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members.
- (vi) To reconstruct improvements after casualty and to further improve the Property.
- (vii) To make and amend reasonable Rules and Regulations respecting the use of the Property in the Condominium.
- (viii) To enforce by legal means the provisions of the Alabama Condominium Ownership Act, the Declaration, these Articles, the Bylaws of the Association, and the Rules and Regulations for the use of the Condominium Property.
- (ix) To contract for the management of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the Membership of the Association.
- (x) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.
- (xi) To retain legal counsel.
- (xii) To employ personnel to perform the services required for proper operation of the

Articles of Incorporation

Condominium.

- (xiii) To purchase Units in the Condominium.
- (xiv) To have access to each Unit in the Condominium at reasonable times as may be necessary for the maintenance, repair or re-placement of any of the Common Elements of the Condominium, or for making emergency repairs necessary to prevent damage to the Common Elements and facilities or Units in the Condominium.
- (xv) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Alabama with regard to maintenance of records.
- (xvi) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.
- (xvii) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.
- (xviii) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an Association within the meaning of the

Articles of Incorporation

Alabama Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

- (xix) To make such distributions of any profit, surplus or reserve funds of the Association to the Members of the Association at such times and in such manner, and to do such other acts, as may be required to comply with the provisions of Section 501(c)(4) of the Federal Internal Revenue Code, and applicable Revenue Rulings, and other Federal and State statutes providing for an exemption from Federal and State income taxes for nonprofit organizations.
- (c) All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.
- (d) No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, partnership, firm or association (including the Developer) in which any Directors or Officers of the Association are directors or officers or are otherwise pecuniarily interested, shall be void or voidable, provided that the fact of the common interest is disclosed or known to the Board. Any common or interested Director may be counted in determining the quorum at any meeting of the Board and may vote to authorize any contract or

Articles of Incorporation

transaction.

- (e) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE III - MEMBERS

SECTION 1. QUALIFICATION. The members of the Association shall consist of all of the record owners of Units in the Condominium.

SECTION 2. CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by the recording in the public records of Madison County, Alabama, of a deed or other instrument establishing a record title to a unit in the Condominium, and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

SECTION 3. VOTING RIGHTS. Wherein any provision of the Declaration, these Articles of Incorporation or Bylaws of the Association a vote of Unit Owners is required or permitted, each Unit Owner shall be entitled to cast one vote for each Unit owned by him, at all meetings of the Association, regardless of the percentage of Common Elements apportioned to his Unit. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

SECTION 4. APPROVAL OR DISAPPROVAL BY UNIT OWNERS. Whenever the approval or disapproval of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same

Articles of Incorporation

person who would cast the vote of such owner at an Association meeting.

SECTION 5. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS.

The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such member's Unit.

ARTICLE IV - DIRECTORS

SECTION 1. NUMBER. The affairs and business of this Association shall be managed and conducted by a Board of Directors. The exact number of Directors may from time to time be specified by the Bylaws.

Section 2. Initial Members. The names and addresses of the initial Board of Directors are as follows:

Mose Brannum Suite 321 303 Williams Avenue, S.W. Huntsville, Alabama 35801	Place 1
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John Hayden Suite 321 303 Williams Avenue, S.W. Huntsville, Alabama 35801	Place 2
--	---------

Jerome Averbuch Suite 321 303 Williams Avenue, S.W. Huntsville, Alabama 35801	Place 3
--	---------

Section 3. Successors. At the expiration of the term of each initial Director, his successor shall be elected by the Members of the Association to serve for a term set out in the Bylaws. Each Director shall hold office for the term for which he is elected or appointed and until his successor shall have been elected or appointed and qualified.

Articles of Incorporation

Section 4. Election. Director\$ of the Association shall be elected at the annual meeting of Members of the Association in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. The first annual meeting of the Members of the Association shall be held as provided in the Bylaws. Any vacancies on the Board of Directors named in these Articles occurring before the first annual meeting of Members of the Association shall be filled by the remaining Directors.

ARTICLE V - PERIOD OF DURATION

The period of duration of the Association shall be perpetual, provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

ARTICLE VI - OFFICERS

The officers of the corporation shall consist of a president, one or more vice-presidents, a secretary, a treasurer and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms not exceeding three (3) years as may be prescribed in the Bylaws. The names of the officers who are to serve until the first election are:

Jerome Avarbuch
Suite 321
303 Williams Avenue S. W.,
Huntsville, Alabama 35801

President

Mose Brannum
Suite 321
303 Williams Avenue S. W.,
Huntsville, Alabama 35801

Vice President

Articles of Incorporation

John Hayden
Suite 321
303 Williams Avenue S. W.,
Huntsville, Alabama 35801

Secretary-Treasurer

ARTICLE VII - INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misconduct or bad faith in the performance of his duties.

The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled under the Declaration or Bylaws, or otherwise.

ARTICLE VIII - REGISTERED AGENT²

The address of the corporation's initial registered office and the name of its initial registered agent at such office shall be:

Name	Address
Jerome Averbuch	Suite 321, 303 Williams Avenue, S.W. Huntsville, Alabama 35801

² Article VIII amended, May 18, 1993. Source: 9.

Articles of Incorporation

The address of the Corporation's registered office and the name of its registered agent for service of process at such office shall be: Roena Lea Church, 3016 Live Oak Lane, SW, Huntsville, AL 35802.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by the Board of Directors. The resolution shall then be presented to the Membership of the Association. Written or printed notice setting forth the proposed amendment or a summary of the proposed changes to be effected thereby shall be given to each Unit Owner entitled to vote at such meeting within the time and in the manner provided in the Bylaws. A vote of sixty-six and two-thirds percent (66 2/3%) of the votes entitled to be cast by Unit Owners present or represented by proxy at a duly called meeting of Unit Owners, provided that notice of said meeting has been given in accordance with the Bylaws, and that the notice as aforesaid contained a full statement of the amendment, shall be necessary to amend the Articles of Incorporation.

ARTICLE X - INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

Name and Address

Jerome Averbuch
Suite 321,
303 Williams Avenue, S.W.
Huntsville, Alabama 35801

Mose Brannum
Suite 321,
303 Williams Avenue, S.W.
Huntsville, Alabama 35801

Articles of Incorporation

John Hayden
Suite 321,
303 Williams Avenue, S.W.
Huntsville, Alabama 35801

ARTICLE XI - BYLAWS

The Bylaws of the Association shall be in the form attached hereto as Exhibit A.

ARTICLE XII³

Notwithstanding anything contained herein, nor anything contained in the Articles of Incorporation, as previously amended, Declaration of Condominium, By-Laws of the Corporation, or otherwise, the Corporation shall have the power, upon majority vote of the Board of Directors, to borrow funds and monies and incur indebtedness by promissory note, mortgage, or otherwise, and pledge, promise, or agree that the dues, assessments or other funds of the corporation may be used to satisfy, pay or extinguish any such debt, note or mortgage.

The limit of this loan shall be one hundred thousand dollars (\$100,000.00) with a five year payback term. The monthly dues increase shall not exceed 10% for payback of this loan. Any future borrowing shall be approved at a called Unit Owners meeting with a specified amount, payback term and repayment source.

INCORPORATORS:
// Signature //
Jerome Averbuch
// Signature //
Mose Brannum

// Signature //
John Hayden

³ Article XII added by amendment, June 22, 1994, Source: 10.

Section 2 :
EXHIBIT "A" TO ARTICLES OF INCORPORATION
BYLAWS
OF
PLANTATION SOUTH I CONDOMINIUM⁴ ⁵

These Bylaws of Plantation South I Condominium, a condominium ("Condominium"), are promulgated pursuant to the Alabama Condominium ownership Act, Code of Alabama 1975, Section 35-8-1 et seq., as amended, for the purposes of governing Plantation South I, Condominium Association, Inc;, a not-for-profit corporation, organized under the provisions of the Alabama Nonprofit Corporation Act, Section 10-3-1 et seq., as amended, as an association of members of the Condominium. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof.

As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of PLANTATION SOUTH I CONDOMINIUM, and all words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium. The provisions of these Bylaws shall automatically become applicable to Property which may be added to the Condominium pursuant to Article VI of the Declaration of Condominium upon the recording of an amendment to the Declaration submitting such additional Property to the provisions of the Condominium ownership Act.

All present and future owners, mortgagees, lessees and occupants of the Units in the Condominium and their employees,

⁴ Source document: 1.

⁵ Here WPE

Exhibit "A" – The Bylaws

and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration of Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a Unit shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be Suite 321, 303 Williams Avenue, SW, Huntsville; Alabama 35801.

The fiscal year of the Association shall be the calendar year.

ARTICLE I – MEMBERSHIP AND MEMBERSHIP MEETINGS

SECTION 1.01. QUALIFICATIONS. The members of the Association shall consist of all of the record owners of Units in the Condominium.

SECTION 1.02. CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by the recording in the public records of Madison County, Alabama, of a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Secretary of the Association of a certified copy of such instrument, thereby becoming a Member of the Association. The membership of the prior owner shall be thereby terminated.

SECTION 1.03. VOTING RIGHTS. The vote for a Unit shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for. The number of votes to which an owner is entitled is provided in the Declaration.

SECTION 1.04. DESIGNATION OF VOTING REPRESENTATIVE AND ELIGIBILITY TO VOTE. In the event a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the duly authorized representative of the Board of Directors or other governing body of such entity and filed with the Secretary of the Association. If such a certificate is not filed with the Secretary of the Association for a Unit owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership, or vote of the Unit Owner concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is effected. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof. In the event any Unit Owner shall be in default in payment of any Assessments against his Unit and shall fail to cure such default at least two (2) days prior to the date fixed for the meeting, the membership or vote of the Unit Owner concerned shall not be considered in determining the requirement for a quorum nor for any proposal requiring the approval of the person entitled to cast the vote for the Unit.

Exhibit "A" - The Bylaws

SECTION 1.05. ANNUAL MEETINGS. Within ninety (90) days after December 31, 1982, the Developer shall call the first annual Unit Owners meeting. Thereafter, annual meetings shall be held within thirty (30) days of the anniversary of such date each succeeding year at a day and time determined by the Board of Directors. The annual meeting shall be held for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

SECTION 1.06. SPECIAL MEETINGS: Special meetings of the Members may be called by the Board of Directors or the President for any purpose or purposes, and shall be called by the Secretary at the request, in writing, of one-third (1/3) of the Members. Business transacted at all special meetings shall be confined to the object(s) stated in the notice thereof.

SECTION 1.07. NOTICE OF MEETINGS. Notice of all members' meetings stating the date, time, place and purpose for which. the meeting is called shall be mailed to each Member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. The mailing of a notice in the manner provided in these Bylaws shall be considered notice served. Notice of meetings may be waived either before or after meetings.

SECTION 1.08. VOTING IN PERSON OR BY PROXY. A Member may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the Secretary of the Association before the appointed time of the meeting.

SECTION 1.09. QUORUM. ~~Unit Owners holding more than fifty (50%) percent of the votes entitled to be cast represented in~~

~~person or by proxy shall constitute a quorum at all meetings of the Unit Owners.~~ Unit Owners present or represented by proxy at a regular or called meeting of the Unit Owners shall constitute a quorum.⁶

SECTION 1.10. VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the vote of a majority of the votes cast shall be necessary for the adoption of any matter voted upon by Unit Owners, unless the question is one upon which, by express provision of the Act, the Declaration, the Articles of Incorporation, or these Bylaws, a different number is required, in which case the express provision shall govern and control the decision in question.

SECTION 1.11. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time without notice other than announcement at the Meeting, until a quorum is present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

SECTION 1.12. THE ORDER OF BUSINESS. The order of business at annual Members' meetings and, as far as practical, at all other members' meetings shall be:

- (a) Call to order;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;

⁶ Amended February 11, 1988, Source: 6.

Exhibit "A" - The Bylaws

- (f) Reports of committees;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

SECTION 1.13. PLACE OF MEETING. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Directors.

ARTICLE II - BOARD OF DIRECTORS

SECTION 2.01. NUMBER AND TERM.

- (a) ~~The first Board of Directors shall consist of three (3) members who shall be designated by the Developer. The number of Directors shall thereafter expand as hereinafter set out to ultimately consist of six (6) members. Directors need not be Unit Owners. Directors elected at the annual meeting of the Members shall be elected to serve for the term of three (3) years. One third (1/3) of the terms of the members of the Board of Directors elected by Unit Owners shall expire annually. In any event, however, such Director shall hold office until such time as his successor has been elected or designated.~~ The first Board of Directors shall consist of three (3) members who shall be designated by the Developer. The number of Directors shall thereafter expand as hereinafter set out to ultimately consist of six (6) members. Directors must be a Unit Owner at the time of election to the Board of Directors. Directors elected at the annual meeting of the Members shall be elected to

serve for the term of three (3) years. One third (1/3) of the terms of the members of the Board of Directors elected by Unit Owners shall expire annually. In any event, however, such Director shall hold office until such time as his successor has been elected.⁷

~~(b) So long as the Developer owns one or more Units, the Developer shall be entitled to designate one member of the Board of Directors. The Developer may remove the Director so designated by it from time to time and replace him with another Director of its own choosing, provided, however, that it shall file with the secretary a designation of the member of the Board designated to serve pursuant to the provisions of this Section 2.01. In the event a member of the Developer or an officer, director or employee of one of its affiliates shall serve on the Board, said person shall, in the event no written designation is on file with the Secretary, be deemed to be the person designated hereunder even though elected by the Unit owners. In the event no person has been designated or deemed to be designated by Developer pursuant to this Section 2.01, Developer may remove the most recently elected Director receiving the least number of votes and designate one in his stead.~~⁸

~~(c) At the first annual Meeting of Unit Owners, held pursuant to Section 1.05 of the Bylaws, the Director designated Place One in the Articles of Incorporation shall be replaced by two Directors elected by the Unit~~

⁷ Amended January 30, 1992. Source: 7.

⁸ Amended January 30, 1992. Source: 7.

~~owners. At the second annual Meeting, the Director originally designated Place Two in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the third annual Meeting, the Director originally designated Place Three in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At each annual Meeting subsequent thereto, the two Directors whose term of office then expire shall be replaced by two Directors selected by the Unit Owners. Notwithstanding the foregoing, the right of the Unit Owners to elect Directors shall be subject to the right reserved to the Developer under subparagraph (b) of this Section 2.01 to designate one Director. At the first annual Meeting of Unit Owners, held pursuant to Section 1.05 of the Bylaws, the Director designated Place One in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the second annual Meeting, the Director originally designated Place Two in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the third annual Meeting, the Director originally designated Place Three in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At each annual Meeting subsequent thereto, the two Directors whose term of office then expire shall be replaced by two Directors selected by the Unit Owners.~~⁹

⁹ Amended January 30, 1992. Source: 7.

Exhibit "A" - The Bylaws

SECTION 2.02. REMOVAL. ~~Any Director, other than the one designated by Developer may be removed, either with or without cause, by an affirmative vote of sixty six and two thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners in person or by proxy at a meeting of Unit Owners duly held for such purpose.~~ Any Director may be removed, either with or without cause, by an affirmative vote of sixty-six and two-thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners In person or by proxy at a meeting of Unit Owners duly held for such purpose.¹⁰

SECTION 2.03. VACANCY AND REPLACEMENT. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a -quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 2.04. REGULAR MEETINGS. The Annual Meeting of the Board of Directors shall be held immediately after the adjournment of the annual members' meeting, provided a quorum shall be present, or as soon thereafter as may be practicable. The Directors may, by resolution duly adopted, establish regular monthly, quarter annual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

SECTION 2.05. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called by the

¹⁰ Amended January 30, 1992. Source: 7.

Exhibit "A" – The Bylaws

President or upon the written request of any two (2) Directors upon at least five (5) days notice to each Director and shall be held at the office of the Association.

SECTION 2.06. WAIVER OF NOTICE. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 2.07. QUORUM AND TRANSACTION OF BUSINESS. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Act, the Declaration or by these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 2.08. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors shall have the power to enforce the obligations of the Unit Owners and to do anything

Exhibit "A" – The Bylaws

and everything necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than Fifty Dollars (\$50.00) for any one violation but for each day a violation continues after written notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners. In addition to and not in limitation of the power of the Board of Directors to levy fines against the Unit Owners for violations of its rules and regulations, in case of persistent violation of the rules and regulations by a Unit Owner, the Board of Directors shall have the power to seek injunctive relief to require such Unit Owner to adhere to the rules and regulations. All expenses in connection with any proceedings for injunctive relief, including the attorney's fees of the Board of Directors, shall be charged to the particular Unit Owner or Unit Owners involved and collection of same may be enforced against the Unit Owner or Unit Owners involved as if same were Common Expenses owed by the particular Unit Owner or Unit Owners.

SECTION 2.09. COMPENSATION. No Director shall be compensated for his services as such. This provision shall not prohibit a Director from receiving compensation as an employee of the Association, nor preclude the contracting with a Director or any firm or corporation in which a Director may own an interest, for the management of the Condominium for which such Director or Directors may receive compensation.

Exhibit "A" – The Bylaws

SECTION 2.10. MANAGING AGENT. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, officer or employee of the Association, or a firm or corporation in which a Director owns an interest, to manage the Property and the affairs of the Condominium under the supervision of the Board of Directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board of Directors.

SECTION 2.11. INSURANCE. The Board of Directors shall obtain insurance for the Property which shall include the following:

(1) fire insurance with extended coverage insuring the Buildings containing the Units and covering the interests of the Condominium, the Board of Directors and-all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Directors, and payable to the Association as Trustee for each of the Unit Owners and their mortgagees, in accordance with the requirements set forth in the Declaration;

(2) public liability insurance in such amounts and with such coverages as the Board of Directors may determine;

(3) the Board of Directors shall obtain fidelity bond coverage in an amount not less than 25% percent of the estimated annual operating expenses, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. Such fidelity bond coverage shall include but not be limited to employees of any professional management agent and name the association as obligee. (Note: The foregoing amendment replaces

Exhibit "A" - The Bylaws

the prior amendment to Section 2.11 of the By-laws which was effected by Supplemental Declaration of Condominium dated October 29, 1982.); and¹¹

(4) such other insurance as the Board of Directors may determine.

The premiums shall be Common Expenses. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalid ty arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written-notice to all of the insureds, including all mortgagees of Units.

It shall be the responsibility of each Unit Owner to provide insurance for his own benefit against loss or damage to his wallcoverings, furniture, furnishings and other personal property contained in his Unit and all betterments and improvements to the Unit over and above the plans and specifications or in excess of the floor covering and light fixture allowance, and against injuries sustained as a result of accidents occurring within his Unit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or

¹¹ Amended April 22, 1983. Source: 6.

Exhibit "A" - The Bylaws

diminished by reason of any such additional insurance carried by any Unit Owner.

SECTION 2.12. LIABILITY OF THE BOARD OF DIRECTORS. ~~The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the Board of Directors, whether members of or employed by the Developer, to contract with the Developer or affiliated firms or corporations, without fear of being charged with self-dealing. It is also intended that the liability of any Unit owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements.~~ The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of Judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any such contract shall have been made In bad faith or contrary to the provisions of the Declaration or of these Bylaws. It Is Intended that the members of the Board of Directors shall have

Exhibit "A" – The Bylaws

no personal liability with respect to any contract made by them on behalf of the Condominium. It Is also Intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or' out of the aforesaid Indemnity In favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Interest In the Common Elements bears to the Interests of all the Unit Owners In the Common Elements.¹²

ARTICLE III – OFFICERS

SECTION 3.01. ELECTION. At each annual Meeting of the Board of Directors, the following officers of the Association shall be elected:

- (a) A President, who shall be a Director and who shall preside over the meetings of the Board of Directors and of the Members, and who shall be the chief executive officer of the Association.
- (b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. If the Board so determines, there may be more than one vice-president.
- (c) A Secretary, who shall be responsible for the minutes of all meetings of the Board of Directors and of the Members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.
- (d) A Treasurer, who shall supervise the financial records and books of account.

¹² Amended January 30, 1992. Source: 8.

Exhibit "A" – The Bylaws

- (e) Such additional officers as the Board of Directors shall deem necessary.

SECTION 3.02. POWERS. The respective officers shall have the general powers usually vested in such officer of. a not-for profit corpora ion; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

SECTION 3.03. TERM. Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

SECTION 3.04. REMOVAL. Any officer elected or appointed by the Board may be removed, with or without cause, by the majority vote of the whole Board of Directors at any regular meeting of the Board or at a special meeting of the Board called for such purpose.

SECTION 3.05. RESIGNATIONS. Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

SECTION 3.06. VACANCIES. If the office of the President, Vice President, Secretary, Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the whole Board of Directors may choose a successor or successors who shall hold office for. the unexpired term.

Exhibit "A" - The Bylaws

SECTION 3.07. COMPENSATION. The officers shall receive no compensation for their services.

ARTICLE IV - RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

The responsibility for maintenance and repair of the Property shall be as set forth in the Declaration.

ARTICLE V - ASSESSMENTS

SECTION 5.01. ACCOUNTING RECORDS. The Board of Directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles, and such records shall include all records provided for in the Alabama Condominium Ownership Act.

SECTION 5.02. BUDGET.

~~The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these Bylaws and the Declaration. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors, on behalf of the Association, of any Unit which is to be sold at a foreclosure or other judicial sale. The~~

Exhibit "A" - The Bylaws

~~annual budget may provide for an adequate reserve fund for maintenance, repairs and replacement of those common Elements that must be replaced on a periodic basis. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.~~ ¹³

The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis.¹⁴

The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and cash requirements for the year, Including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, Insurance, fuel, power and other expenses (as distinguished from Individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these Bylaws and the Declaration. The Common Expenses may also Include such amounts as may be required for the purchase or lease by the Board of Directors, on behalf of the Association, of any Unit which Is to be sold at a foreclosure or other Judicial sale. The annual budget may provide for an adequate reserve fund for maintenance, repairs and replacement. of those Common Elements

¹³ Amended January 30, 1992. Source: 7.

¹⁴ Amendment Number One April 22, 1983. Source: 5.

Exhibit "A" – The Bylaws

that must be replaced on a periodic basis. To the extent that the assessments and other cash Income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Within 30 days alter adoption of any proposed Total Annual Budget for the condominium, the Board shall provide a copy of the budget to all the unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after delivery or mailing of the budget to the Unit Owners. Unless at that meeting a majority of all of the Unit Owners present in person or by proxy or any larger vote specified in the declaration reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the previous year's budget shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.¹⁵

SECTION 5.03. ASSESSMENTS. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished by the Board to each Unit Owner not later than ten (10) days before the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly Assessment for the Common Expenses, one-twelfth (1/12) of his share of the Common Expenses for such year as shown by the annual budget.

The Assessment of the Common Expenses shall be as set forth in the Declaration. The failure to send or to receive monthly

¹⁵ Amended January 30, 1992. Source: 7.

Exhibit "A" – The Bylaws

statements shall not relieve any Unit Owner of his obligation to pay his monthly Assessments on or before the first day of each month. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his monthly Assessment as last determined. Each Unit Owner shall pay his monthly Assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his Assessment by abandoning or not using his Unit or the Common Elements.

SECTION 5.04. PRORATION OF ASSESSMENTS. For the first fiscal year, the annual budget shall be as approved by the first Board of Directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessment for such unit owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his Unit by each Unit Owner, he shall pay his Assessment for the current month or fraction of a month.

SECTION 5.05. ANNUAL STATEMENTS. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to each Unit Owner a statement for such year so ended, showing a summary of the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5.06. ACCOUNTS. The Board of Directors shall cause to be kept a separate account record for each Unit Owner showing

Exhibit "A" – The Bylaws

the Assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon fifteen (15) days notice to the Board of Directors any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit Owner.

SECTION 5.07. SUPPLEMENTAL BUDGET AND ASSESSMENTS. If during the course of any year, it shall appear to the Board of Directors that the monthly Assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 5.08. PAYMENT OF ASSESSMENTS. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Unit owner shall fail or refuse to make any such payments when due, the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 5.09. RECORDS. The Board of Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the expenses incurred, and such records

Exhibit "A" - The Bylaws

and vouchers authorizing the payments of such expenses shall be available upon reasonable prior notice for examination by the Unit Owners at convenient hours of week days at the office of the Association.

ARTICLE VI - DEFAULT

SECTION 6.01. DEFAULT IN PAYMENTS. In the event a Unit Owner does not pay any sums, charges or Assessments required to be paid to the Association within thirty, (30) days from the due date, the Association, acting through ,it Board of Directors may foreclose the lien encumbering the Unit created. by non-payment of the required moneys in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid in the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors, bring suit to recover a money judgment for sums, charges or Assessments required to be aid to the Association without waiving its lien securing same.

If an action of foreclosure is brought against a Unit Owner for the non-payment of moneys due the Association, and as a result thereof the interest of the said Unit Owner in and to the Unit is sold, then, at the time of such sale, the Unit Owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for s le and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit,

Exhibit "A" - The Bylaws

including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Unit, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner of the Unit in question.

Any assessment lien is subordinate to any first mortgage lien, including but not limited to any Veterans Administration guaranteed mortgage. A lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit sold or transferred from the lien of any common expense charges thereafter becoming due.¹⁶

SECTION 6.02. VIOLATION OF DECLARATION OF CONDOMINIUM. In the event of isolation of the provisions of the enabling Declaration, Articles and/or Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce, the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

¹⁶ Amendment Number One, April 22, 1983. Source 5.

Exhibit "A" – The Bylaws

SECTION 6.03. COSTS AND ATTORNEYS' FEES. In any action, either to foreclose its lien, to recover a money judgment or for injunctive relief brought by or on behalf of the Association against, a Unit Owner, the Association, in the event it is the prevailing party, shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees, including those incurred on appeal, as may be awarded by the Court.

ARTICLE VII – MORTGAGES

SECTION 7.01. NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his Unit shall. notify the Secretary of the Association who shall maintain a record of such information.

SECTION 7.02. NOTICES OF UNPAID COMMON CHARGES. The Board of Directors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid charges due from, or any other default by, the Owner of a mortgaged Unit.

SECTION 7.03. EXAMINATION OF BOOKS. The holder of a mortgage on any Unit shall have the same right to examine the books and records of the Association afforded a Unit Owner pursuant to Section 5.09 of these Bylaws.

ARTICLE VIII- USE AND OCCUPANCY RESTRICTIONS

SECTION 8.01. USE AND OCCUPANCY RESTRICTIONS. No part of the Property shall be used for other than residential use and the related common purposes for which the Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Unit Owner from:

- (a) Maintaining his personal or professional library therein;

Exhibit "A" – The Bylaws

(b) Keeping his personal business or professional records or accounts therein.

(c) Handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

SECTION 8.02. USE OF COMMON ELEMENTS. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the parking area, and other special areas shall be used for such purposes as are approved by the Board of Directors. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or interfered with by any Unit Owner.

SECTION 8.03. NUISANCES. No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.

SECTION 8.04. MAINTENANCE AND REPAIRS. Each Unit Owner shall perform promptly, and at his own risk, cost and expense, all maintenance and repair work with respect to all portions of his Unit, as defined in the Declaration, which, if omitted, would adversely affect or jeopardize the safety of the Condominium Property. Each Unit Owner shall be obligated to

Exhibit "A" - The Bylaws

reimburse the Association for the expenses incurred in maintaining or repairing any part of the Condominium Property damaged by the negligence of or misuse by the Unit Owner, his tenants, agents, guests, or licensees.

Each Unit owner shall maintain a minimum temperature in his Unit in the winter as set forth by the Board of Directors, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Each Unit Owner shall not display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside antennas, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors.

SECTION 8.05. TRASH. Trash, garbage and other waste shall be kept only in sanitary containers, as prescribed from time to time in the administrative Rules and Regulations of the Board of Directors, and shall be disposed of in a clean and sanitary manner.

SECTION 8.06. ~~RIGHTS OF DEVELOPER~~. ~~Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer may from time to time use and show one or more of such unsold or unoccupied Unit(s) as a model Unit(s) and/or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 8.04 of this Article.~~¹⁷

¹⁷ Amended January 30, 1992, Source 7.

Exhibit "A" – The Bylaws

SECTION 8.07. PERSONAL PROPERTY. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the entry walks, stairs, including stairs leading to the decks of the respective Units, or other common areas, except in such storage area as may be specifically designated for the respective Unit Owner by the Board of Directors. No clothing, rugs, sheets, blankets, or other laundry shall be hung or exposed from windows, porches, patios, decks or other common areas of the Property except when specifically approved by the Board of Directors.

SECTION 8.08. RIGHT OF ACCESS. A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, additions, alterations or repairs to Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that, in nonemergency cases, requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. The Unit Owner shall furnish to the Association keys to all doors to facilitate emergency entry.

SECTION 8.09. PARKING. Parking Areas are set forth on the survey and plot plan attached to the Declaration as Exhibit A. The parking areas shall not be used for dead storage of

Exhibit "A" – The Bylaws

vehicles, nor for the parking of trailers, boats, canoes, trucks (except for pickups and vans), campers, motor homes, motorcycles or off the road vehicles without the prior written approval of the Board of Directors. The Board of Directors may, in its discretion, assign specific parking spaces to the Unit Owners and change the assignment of such specific parking spaces from time to time. The Board of Directors shall also have the authority to limit the number of parking spaces used by a Unit Owner and to remove any unauthorized vehicles.

SECTION 8.10. PETS. No animals shall be raised, bred or kept in any Unit, except those expressly authorized by the Board of Directors, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board of Directors, and further provided that they shall not in the judgment of the Board constitute a nuisance to others.

SECTION 8.11. RULES OF CONDUCT. In addition to the other provisions of these Bylaws, Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors. Copies of such Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors are annexed hereto and made a part hereof as Schedule "A".

ARTICLE IX – MISCELLANEOUS

SECTION 9.01. SEAL. The seal of the Association shall be circular in form and shall contain the name of the Association

Exhibit "A" – The Bylaws

and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 9.02. FISCAL YEAR. The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

SECTION 9.03. BANK ACCOUNTS. The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9.04. NOTICE. Whenever any notice or demand is required to be given by these Bylaws or the Declaration, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

SECTION 9.05. WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these Bylaws or the Declaration, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Exhibit "A" - The Bylaws

SECTION 9.06. CONFLICTS. These Bylaws are set forth to comply with the requirements of the Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of said Act, or the Declaration recorded in the Office of the Judge of Probate of Madison County, the provisions of said Act or the Declaration, as the case may be, shall control.

ARTICLE X - AMENDMENTS

These Bylaws may be modified or amended by the vote of sixty-six and two-thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners in person or by proxy at any regular or special meeting of Unit Owners provided that notice of said meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XI - CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

The foregoing were adopted as the Bylaws of Plantation South I Condominium, at the first meeting of the Board of Directors on June 16th, 1982.

Exhibit "A" - The Bylaws

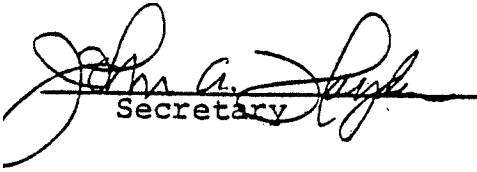

Secretary

Exhibit "A" - The Bylaws

Section 3 :
SCHEDULE "A" TO BYLAWS—
RULES AND REGULATIONS
FOR PLANTATION SOUTH I CONDOMINIUM¹⁸

1. Use and Occupancy Restrictions.

No part of the property shall be used for other than residential use and the related common purposes for which the property was designed. The fore going restrictions as to use shall not, however, be construed in such manner as to prohibit a Unit Owner or Occupant from; (a) maintaining his personal or professional library therein, (b) keeping his personal business or professional records or accounts therein, (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction.

2. Use of Common Elements.

There shall be no obstruction of the Common Elements or anything stored in the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws. Each Unit owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Bylaws.

3. Insurability.

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the

¹⁸ Exhibit "A" — Bylaws to Articles of Incorporation of Plantation South I Condominium Association, Inc., Filed with Madison County Probate Office, June 16, 1982, Vol 2, pp. 655-656.

Schedule "A"— Rules and Regulations

buildings, or contents thereof, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law.

4. Outside of Buildings.

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a Building and no sign, awning, canopy, shutter or antenna of any kind shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors.

5. Electric Wiring.

No Unit Owner or Occupant shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system, other than those systems originally installed, without the prior written consent of the Board of Directors.

6. Plumbing Fixtures.

The water closets, lavatories, sinks, and other apparatus shall not be used for any other purpose than those for which they were constructed, and no sweeping, rubbish, or other substance shall be thrown therein.

7. Nuisances.

No immoral, noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or

Schedule "A"— Rules and Regulations

become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Building by himself, his servants,, employees, agents, or visitors, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, radio or other sound system in the premises if the same shall disturb or annoy occupants of the Buildings.

8. Alterations and Structures.

Nothing shall be done in any Unit or in, on or to the Common Elements, which will impair the structural integrity of any Building or which would structurally change any of the Buildings. Safes, furniture, boxes or other bulky articles shall be carried up into the Unit only with the consent of the Board of Directors first obtained, and then only by the stairways or through the windows of the Building as the Board may direct, and at such times and in such manner and by such persons as the Board of Directors may direct. No water beds will be allowed without the expressed approval of the Board of Directors. Safes and other heavy articles shall be placed by the Unit Owner in such places only as may be first specified in writing by the Board of Directors, and any damage done to the Building or to occupants or to other persons taking a safe or other heavy objects in or out of the Unit, from over-loading a floor, or in any other manner shall be paid for by the Unit Owner or his lessee causing such damage.

9. Laundry.

Schedule "A"— Rules and Regulations

No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

10. Trash.

Trash, garbage, and other waste shall be kept only in black sanitary two mil poly bags, and shall be disposed of in a clean and sanitary manner as prescribed from time to time within the administrative Rules and Regulations of the Board of Directors. Nothing shall be hung from the windows, porches, or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks, porches or patios.

11. Window Coverings.

Draperies, blinds or curtains may be installed by each Unit owner on the windows of his or her Unit, provided that the color of the portion of said draperies, blinds or curtains visible from the exterior shall be off-white or conform to those other standards specified by the Board of Directors.

12. Signs.

No "For Sale", "For Rent", "Garage Sale" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit. The right is reserved by the Developer and/or the Board of Directors, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units and "Sold" signs on sold Units.

13. Porches, Patios and Decks.

Schedule "A"— Rules and Regulations

No porches or decks shall be decorated, enclosed or covered by any awning or otherwise, without the consent in writing of the Board of Directors.

14. Soliciting.

Canvassing, soliciting and peddling on the Property is prohibited and each Unit owner shall cooperate to prevent the same.

15. Screen Porches.

The screen porches located within the three bedroom flats and the two bedroom townhouses may, at the option of the unit owner, be glassed in as long as the glass is clear and full length. In no event shall the installation of the glass panels destroy, remove, or alter the screening affixed to the exterior of the building. Like any other alterations, the erection of a glass wall within a screened-in porch will be the sole expense of the unit owner and must be approved in writing by the Board of Directors.

16. _____ Pets.

No pets will be allowed other than those approved by the Board of Directors, and which comply with any requirements for safety and health as specified within the Condominium documents.

17. _____ Boats, Trailers, and Off-the-Road Vehicles.

All vehicles, other than passenger cars, pickups, and vans, are required to obtain the written permission of the Board of Directors prior to being parked within the Condominium. The Board of Directors shall, at their discretion, have the right to designate parking areas for boats, trailers, etc., and furthermore, have the right to change that location from time to

Schedule "A"— Rules and Regulations

time. No vehicle shall be allowed within the Condominium property if, within the judgment of the Board of Directors, said vehicle constitutes a hazard, is a nuisance, is objectable, or is left in D inoperable condition.

(Filed June 16th, 1982 in the Madison County Probate Office.)

Declaration of Condominium

Section 4 :
THE DECLARATION OF CONDOMINIUM
OF
PLANTATION SOUTH I CONDOMINIUM¹⁹

THIS DECLARATION made this 16th day of June, 1982, by Plantation South, Ltd., an Alabama limited partnership (Developer), for itself and its respective successors, grantees, and assigns, pursuant to the Condominium Ownership Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq., for the purpose of creating a condominium and establishing certain easements, covenants and restrictions to run with the land.

WHEREAS, Owner is the fee simple owner of real property situated in Madison County, A (1982 June 16)Alabama, described in Exhibit A attached hereto.

WHEREAS, the said real property has been improved by the construction thereon of residential condominium units; and said improvements have been fully and accurately depicted as to layout, location, unit numbers and dimensions identifying the Common Elements and Private Elements of each Unit as built.

NOW, THEREFORE, the Developer hereby makes the following Declaration, and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, its successors and assigns, and all subsequent purchasers of all or any part of the Property together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I - PURPOSE

¹⁹ Source document: 2.

Declaration of Condominium

The purpose of this Declaration is to submit the Property to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq. (the "Act") and the Property as that term is defined in Section 3.12 hereof, is hereby submitted to the condominium form of ownership as provided for in the Act.

ARTICLE II - NAME

The name by which this condominium is to be identified is: PLANTATION SOUTH I CONDOMINIUM (the "Condominium").

ARTICLE III - DEFINITIONS

The terms used herein and in the Articles of Incorporation and Bylaws shall have the meaning stated in the Act and as follows:

3.01. "Act" means the Condominium Ownership Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq.

3.02. "Articles of Incorporation" means the articles of incorporation of the Association, recorded in the Office of the Judge of Probate of Madison, County, Alabama;

3.03. "Assessment" means a share of the funds required for the payment of Common Expenses, including insurance, maintenance and fees required for the administration of the Condominium, and charges and expenses of the Association, which are assessed against the Unit Owners by this Declaration and the Board of Directors of the Association as necessary from time to time;

Declaration of Condominium

3.04. "Association" means Plantation South I Condominium Association, Inc., an Alabama not-for-profit corporation, and its successors;

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

3.06. "Building" means any structure erected on the Land containing one or more Units or any of the recreational or maintenance facilities, as more particularly described on Exhibit A;

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

3.08. "Common Elements" means common areas and facilities as defined in said Act and shall include all parts of the Condominium Property not included within the Unit boundaries as described in Section 5.01 hereafter.

3.09. "Common Expenses" include those as defined by the Act, together with the expense for which the Unit Owners are liable to the Association, actual or estimated, pursuant to the Bylaws;

3.10. "Condominium" means the Plantation South I Condominium covered by this Declaration;

3.11. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.12. "Condominium Property" or "Property" means and includes all the land described in Exhibit A attached hereto and all improvements and structures thereon, and additions thereto,

Declaration of Condominium

as are subject to this Declaration or any Supplemental Declaration under the provisions of Article VI hereof and all easements, rights and appurtenances thereto;

3.13. "Declaration" means the within document;

3.14. "Developer" means Plantation South, Ltd., an Alabama limited partnership, and its respective successors and assigns.

3.15. "Land" is the real property subject to the Declaration which is hereby submitted to the condominium form of ownership;

3.16. "Member" means a member of the Association. Membership in the Association shall be limited to those persons who hold a fee-type ownership interest in any Unit;

3.17. "Private Elements" means that part or parts of the Condominium Property intended for exclusive ownership by a Unit Owner;

3.18. "Unit" means the Private Elements of the Condominium Property together with the undivided interest in the Common Elements which are assigned thereto in the Declaration or any amendment thereto;

3.19. "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel.

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

Declaration of Condominium

ARTICLE IV - DESCRIPTION OF THE UNITS

4.01. Survey, Graphic Description and Plot Plan. A survey of the Land submitted to condominium ownership, is set forth on Exhibit A, attached hereto. A graphic description of the improvements in which Units are located and the identification of each Unit by number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and dimensions is attached hereto as Exhibit A. The survey, graphic descriptions and plot plan were prepared by Gilbert Engineering Company and the improvements upon the Land are constructed substantially in accordance with the plans and specifications prepared by Crow, Overbeek & Associates, and designated as Job No. 8101 (said site and floor plans hereinafter collectively referred to as "Plans").

4.02. Unit Boundaries.

Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit as follows:

(a) The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with perimetrical boundaries.

(i) Upper Boundaries: The horizontal plane of the undecorated finished ceiling of each room of the Unit.

(ii) Lower Boundaries: The horizontal plane of the undecorated finished floor of each room of the Unit.

(b) The perimetrical boundaries of the Unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

Declaration of Condominium

(i) Exterior Building Walls: The intersecting vertical planes adjacent to and which include the undecorated interior surface of the outside walls of the Unit Building bounding the Unit and fixtures thereon, and when there attached to the Building a screened porch serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. No open porches, patios or decks shall be extended, enclosed or altered in any manner whatsoever by a Unit Owner, except with the prior written consent of the Board.

(ii) Interior Building Walls: The undecorated interior surfaces extending to the intersections with other perimetrical boundaries.

(iii) Limitation: The owner of a Unit shall not be deemed to own the undecorated and unfinished surfaces of the exterior perimeter walls, or the undecorated and/or unfinished surfaces of the perimeter floors and ceilings surrounding his respective Unit, nor shall the Unit Owner be deemed to own pipes, wires, conduits, air passageways and ducts or other public utility liens running through or adjacent to said Unit which are utilized for or serve more than one Unit or the common areas, which items are by these presents hereby made a part of the Common Elements. However, said Unit Owner shall be deemed to own the walls and partitions which are contained within said Owner's Unit, as herein defined, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including paint, wallpaper, and so forth.

(c) The air conditioning system serving only an individual Unit, including all of the conditioning system's component parts, attachments and lines shall be deemed owned by the Unit Owner, and shall not be considered part of the Common Elements.

Declaration of Condominium

4.03. EASEMENTS. The Developer hereby reserves for and grants to the Unit Owners the following exclusive Easements:

(a) Unit Owner's Easements. An exclusive easement is granted to each Unit Owner to have exclusive use of the surface area of the interior portion of any exterior wall in his Unit. Said use shall include the right to paint, wallpaper, adorn or use to hang or mount objects upon said interior surface area of a wall provided such actions are not prohibited by the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations. This easement shall not, however, be construed as giving the Unit Owner the right to remove, alter, remodel or in any way endanger the structural soundness of any said wall.

Nothing in this section shall be construed as limiting in any way the right of the Association from performing maintenance on, or making repairs or improvements to the said walls, provided such maintenance, repairs or improvements are authorized by the Declaration or Bylaws. Maintenance of said walls shall be as provided for in Article X hereafter.

An easement is granted to Unit Owners of all Units to have the exclusive use; right and enjoyment of the open patio, porch and deck areas adjacent to each Unit Owner's respective Unit, which areas are identified as such on the plans made Exhibit A hereto.

(b) The Association's Easements. The Developer reserves for and grants to the Association for the benefit of its Members, their guests and lessees, the following easements, rights and privileges:

(i) An easement in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under all roads, walks and passageways located on the Property.

Declaration of Condominium

(ii) An easement for the placement and maintenance of all roadways and utilities, including sewer, electricity, telephone and T. V. cable 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 Developer to companies furnishing utilities to the Property.

(iii) An easement in common with the Owner of each Unit served through other Units for the conduits, ducts, plumbing, wiring and other facilities and systems furnishing utility services to the Unit served, including the-right of access thereto for the purpose of maintenance, repair and replacement.

4.04. CHANGES. ~~The Developer reserves the right to change the interior design or arrangement of all Units, the exterior elevations and projections of all Units including the patio, porch and deck areas, and to alter the boundary between the Units, so long as the Developer owns the Units so altered. Any such change shall be reflected by an amendment to this Declaration; notwithstanding the procedures for amendment described in Article XXI of this Declaration, any amendment for such purpose needs to be signed and acknowledged only by the Developer and mortgagee, if any, and needs not be approved by the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding.~~ The Developer reserves the right with the written approval of the Veterans' Administration to change the interior design or arrangement of all Units, the exterior elevations and projections of all Units including the patio, porch and deck areas, and to alter the boundary between the Units, so long as the Developer owns the Units so altered. Veterans' Administration written approval of

Declaration of Condominium

the Veterans' Administration, shall be reflected by an amendment to this Declaration; notwithstanding the procedures for amendment described in Article XXI of this Declaration, any amendment for such purpose needs to be signed and acknowledged only by the Developer and mortgagee, if any, and needs not be approved by the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. PROVISIO: Provided, however, notwithstanding the foregoing, any change that meets the Veterans' Administration's minimum property standards shall not require the written approval of the Veterans' Administration.²⁰

ARTICLE V - COMMON ELEMENTS

5.01. COMMON ELEMENTS: The Common Elements of the Condominium will include the common areas and facilities located substantially as shown on the Plans. Such common areas and facilities will include the following, unless specifically included within a Unit:

- (a) The Land on which the improvements are located.
- (b) The yard, driveways, walkways, parking areas, recreational areas, and landscaping.
- (c) All maintenance facilities, outdoor lighting and the like and storage areas. Those porch, patio, deck, and step area lights that are operated by a Unit Owner for the exclusive use and convenience of said Unit Owner are Common Elements and the Association shall remain responsible for the ordinary maintenance of any said fixtures(s). However, each Unit Owner shall be responsible for the cost of the electricity used in the operation of these particular light fixtures.
- (d) Easements through Units for conduits, ducts, plumbing,

²⁰ Third Amendment to the Declarations 1983 June 21

Declaration of Condominium

wiring, and other facilities for the furnishing of utility services to Units and the Common Elements.

(e) An easement of support in every portion of a Unit which contributes to the support of a Building.

(f) Installations for the furnishings of utility services to more than one Unit or to the common Elements or to a Unit other than the Unit containing the installation.

(g) The property and installation in connection therewith required for the furnishing of utilities and services to more than one Unit or to the Common Elements.

(h) All open porch, patio and deck areas, provided however, that Unit Owners whose Units have direct access to an open porch, patio or deck directly from the interior of their Unit, shall have an easement for the exclusive use of such area. Any such open porch, patio and deck shall be maintained and kept in a neat and orderly manner and free of ice, snow and other accumulation by the Unit Owner entitled to such exclusive use.

(i) All easements and/or rights of access for ingress and egress across adjoining property.

(j) All other parts or portions of the Condominium Property not included in the Units.

5.02. DETERMINATION OF THE PERCENTAGES OF OWNERSHIP IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON PROFITS. The Common Profits shall be distributed among, and the common expenses shall be charged to, the Unit Owners according to the percentage of the undivided interest of the Unit in the Common Elements. The percentages of interest of the respective Units in the Common Elements shall be determined from time to time upon the basis of the relationship which the Assigned Square Footage of each Unit bears to the aggregate of the Assigned Square Footage of all Units on such date of calculation.

Declaration of Condominium

The condominium community will consist of six (6) different floor plans. The types of Units, their designation and Assigned Square Footage are as follows:

<u>Model Type</u>	<u>Assigned Square Footage</u>
1 BR - F (One Bedroom Flat)	787
2 BR - F (Two Bedroom Flat)	1196
3 BR - F (Three Bedroom Flat)	1990
1 BR - T (One Bedroom Townhouse)	1007
2 BR - T (Two Bedroom Townhouse)	1492
3 BR - T (Three Bedroom Townhouse)	1702

Each Unit is designated as to type on Exhibit A, attached hereto.

The Assigned Square Footage of each Unit shall be the basis upon which the determination of percentages of ownership in common Elements and prorations of Common Expenses is made notwithstanding the fact that the Unit may actually contain more or less square footage than the Assigned Square Footage.

5.03. ENCROACHMENTS. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. In the event any Building,

Declaration of Condominium

any-Unit, any adjoining Unit, or any adjoining common Element shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the common Elements, due to such encroachments and maintenance thereof shall exist so long as the Building shall stand.

ARTICLE VI - ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT

~~The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future expansions of the development known as "Plantation South I Condominium" in accordance with a general plan of development for Plantation South I Condominium prepared prior to the sale of any Unit. Such general plan of development shall be substantially in accordance with the final development plan approve under the zoning procedures of the City of Huntsville, Alabama, by the Planning Commission of the City of Huntsville, on March 24, 1981. Such general plan of development shall not bind the Developer, its successors and assigns, to make the proposed additions.~~

~~The additions authorized under this Article may be made without the requirement of approval or consent by any Unit Owner, lessee or mortgagee and shall be made by the Developer, its successors and assigns, by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of t is Declaration to such property. Each and every Unit Owner by the acceptance of a deed to a Unit, each and every lessee of a Unit, and each and every mortgagee by the acceptance of a mortgage on~~

Declaration of Condominium

~~a Unit does hereby constitute and appoint the Developer, its successors and assigns, his true and lawful attorney in fact, with full power and authority for him, and in his name, to make, execute, acknowledge, publish, file and swear to the execution, acknowledgment, filing and recording of such Supplemental Declarations authorized under this Article. The authority herein granted to the Developer is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incapacity of any Unit Owner, lessee or mortgagee.~~²¹²²

ARTICLE VII - UNITS SUBJECT TO DECLARATION, ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS

~~All present and future Unit Owners, tenants and occupants of the Units shall be ,subject to, and shall comply with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, as they may be amended from time to time., The acceptance of a deed or conveyance or the entering into a lease of any Unit shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.~~ All present and future Unit Owners, tenants and occupants of the Units shall be subject to, and shall comply with the provisions of this Declaration, the Articles of

²¹ Third Amendment to the Declarations 1983 June 21

²² Amended by RESOLUTION NO. 96-7-1 on July 8th, 1996, Source: 12.

Declaration of Condominium

Incorporation, the By-laws and the Rules and Regulations, as they may be amended from time to time. The initial By-laws of the Association are attached hereto as Exhibit A and are incorporated herein by reference.²³

ARTICLE VIII - EXCLUSIVE OWNERSHIP

Each Unit Owner shall have exclusive ownership and possession of his Unit. The percentage of undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Elements in accordance with the purpose for which the same are intended, without hindering or encroaching upon the lawful rights of other owners, subject, however, to the provisions of Section 4.03.

ARTICLE IX - ENFORCEMENT

Failure of any Unit Owner to comply strictly with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, shall be grounds for an action to recover sums due, or damages, or injunctive relief or any or all of them. Such actions may be maintained by the Association on its own behalf or on behalf of the Unit Owners aggrieved. In any case of flagrant or repeated violation by a Unit Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations. Nothing herein

²³ Third Amendment to the Declarations 1983 June 21

Declaration of Condominium

contained shall prevent, in a proper case, an independent action by an aggrieved Unit Owner for such relief.

Furthermore, any unit owner shall have a right of action, against the Association to recover sums due, or damages, or injunctive relief or any of them for failure of the Association to comply strictly with the provisions of this Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations.²⁴

ARTICLE X - MAINTENANCE

The responsibility for the maintenance of the Property shall be as follows:

10.01. UNITS. Each Unit Owner shall perform promptly, and at his own risk, cost and expense, all maintenance and repair work with respect to all portions of his Unit, as defined in this Declaration, and which, if omitted, would adversely affect or jeopardize the safety of the Condominium Property. Each Unit Owner shall promptly report to the Association any need for maintenance or repair of portions of the Condominium Property which may be the responsibility of the Association to maintain and repair.

10.02. COMMON ELEMENTS. The responsibility of the Association to maintain and repair, as a Common Expense of the Condominium, shall be limited to the portions of the Condominium Property designated as Common Elements in this Declaration, and all conduits, ducts, pipes, wiring or other facilities which may be contained within a Unit but which service part or parts of the Condominium Property other than or in addition to the Unit

²⁴ Third Amendment to the Declarations 1983 June 21

Declaration of Condominium

in which the facilities are contained. The Association shall repair, as a Common Expense of the Condominium, all incidental damage to an individual Unit resulting from maintenance or repair work done by the Association.

10.03. ALTERATIONS AND IMPROVEMENTS.

(a) To Units. Neither a Unit Owner nor the Association shall make any alterations in the portion of a Unit or Building which is to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Buildings, or impair any easement, without first obtaining approval of the Board of Directors of the Association.

(b) To Common Elements. There shall be no substantial alteration or improvement (other than required maintenance and repairs) of the Common Elements without prior approval in writing of sixty-six and two-thirds (66 2/3%) percent of the Unit Owners. There shall be no change in the shares and rights and obligations of a Unit Owner in the Common Elements except as provided in Article VI, hereof.

ARTICLE XI - DECORATING

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating in his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the walls, floors and ceilings, and such Unit Owner shall maintain the interior surfaces in good condition at his sole expense as may be required from time to

Declaration of Condominium

time and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of the windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the Rules and Regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decoration of such Units caused by maintenance, repair or replacement work on the Com. on Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interior and exterior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The exterior surfaces of all doors forming a part of perimeter wall shall be cleaned, washed, painted and repaired as a part of the Common Expenses of the Association at such time or times as the Association shall determine.

ARTICLE XII - ASSESSMENTS

The making and collection of Assessments against Unit Owners shall be pursuant to the Bylaws and subject to the following provisions:

12.01. SHARE OF COMMON EXPENSE. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the common surplus or profits, such share being the same as his percentage of ownership in the Common Elements.

12.02. LATE PAYMENTS. All monthly assessments shall be due and payable on or before the tenth of the month. Any payment after the tenth of the month shall be considered delinquent and

Declaration of Condominium

shall be subject, at the discretion of the Board, to a. Ten Dollar (\$10.00) per day late charge.

12.03. MECHANIC'S LIENS. Each Unit Owner shall only be liable for the cost of repairs and replacements to his Unit, and for his proportionate share of the Common Expenses. No Unit Owner shall be liable for the liens of other Unit Owners except as provided for by the Act and this Declaration.

12.04. LIENS FOR ASSESSMENT. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the Common Elements, which lien shall secure the following Assessments now and hereafter levied or subject to be levied against each Unit Owner by the Association for advances made by the Association, together with interest thereon as herein provided, and all related costs including reasonable attorney's fees:

- (a) All Assessments for Common Expenses;
- (b) All assessments for taxes and other payments which may be required to be advanced or paid by the Association in order to protect or preserve any lien; and
- (c) All Assessments for payments and expenses incurred in discharging any mechanic's lien, tax lien or other lien or encumbrance filed which, in the opinion of the Board, may constitute a lien against the Property, the Common Elements or any Unit.

The lien for the Assessments herein granted to the Association shall be enforced in accordance with the provisions of the Act, this Declaration and the Bylaws, and shall be prior to all of the liens, except those liens established as prior liens under the terms of the Act. The Association shall have the power to bid on any Unit at a foreclosure sale, and to acquire,

Declaration of Condominium

hold, lease, mortgage and convey the same. Suit by the Association to recover a money judgment for any sums secured by a lien hereunder shall be maintainable without foreclosing or waiving the lien securing same.

12.05. RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for Assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit from the date on which the payment of any assessment or installment thereon became delinquent, and the Association shall be entitled to the appointment of a receiver for such Unit. The rental required to be paid shall be equal to the rental then charged on comparable types of rental dwelling Units in Plantation South I condominium. The right of the Association to collect said rental payments is assignable.

12.06. NO EXEMPTION FOR ASSESSMENTS. No Unit Owner may exempt himself from liability for contribution toward the Common Expenses by waiver of the same or the enjoyment of any of the Common Elements or by the abandonment of his Unit.

12.07. SUBORDINATION OF LIENS. ~~Any institutional mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges of the Association against the mortgaged Unit which accrue prior to the time such institutional mortgagee comes into possession of the Unit (except for claims for a pro rata share of any tax or special assessment as provided for in this Declaration of Condominium).~~²⁵

²⁵ Amended by RESOLUTION NO. 96-7-1 on July 8th, 1996, Source: 12.

Declaration of Condominium

ARTICLE XIII - ASSOCIATION

The operation and administration of the Condominium shall be performed by an association, pursuant to the provisions of the Act, which shall be incorporated as a not-for-profit corporation, and shall be organized and shall fulfill its functions pursuant to the following provisions:

13.01. NAME. The name of the association shall be "The Plantation South I Condominium Association, Inc."

13.02. POWERS. The powers and duties of the Association shall include those set forth in the Act, this Declaration and the Bylaws of the Association, and it shall have the power to purchase a Unit of the Condominium.

13.03. MEMBERS.

(a) Qualification. The members of the Association shall consist of all the record owners of Units.

(b) Change of Membership. Change of membership in the Association shall be established by recording in the public records of Madison County, Alabama, of a deed or other instrument establishing a record title to a Unit of the Condominium, and the delivery to the Secretary of the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. Membership of the prior owner shall be thereby terminated.

(c) Voting Rights. The vote for a Unit shall be cast by the Unit Owner thereof, or the duly authorized proxy of the Unit Owner, or the Unit Owner's certified voting representative in

Declaration of Condominium

the manner provided by the Bylaws. Subject to any provision of the Bylaws applicable thereto, each Unit Owner is entitled to one vote for each Unit owned by him, regardless of the percentage of Common Elements apportioned to his Unit.

13.04. BOARD OF DIRECTORS. The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided bi the Bylaws.

13.05. INDEMNIFICATION. Every Director and every Officer of the Association shall be indemnified by the Association against expenses and liabilities, in the manner provided for in the Articles of Incorporation of the Association and the Bylaws

13.06. LIMITATION OF LIABILITY. Notwithstanding the liability of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage caused by a latent condition of the Property to be maintained and repaired by the Association nor for injury or damage caused by the elements or Unit Owners or other persons. Neither shall the Association be liable for loss or injury to personal property occurring on or within the Common Elements.

13.07. BYLAWS. ~~The operation of the Association shall be governed by the Bylaws of the Association, a copy of which is attached to the Articles of Incorporation of the Association as Exhibit A.~~ The operation of the Association shall be governed by the By-laws of the Association, a copy of which is attached hereto as Exhibit A, and made a part hereof by reference.²⁶

13.08. AGENT TO RECEIVE SERVICE OF PROCESS. The following person, whose place of business is in Madison County,

²⁶ Third Amendment to the Declarations 1983 June 21

Declaration of Condominium

Alabama, is designated as an agent to receive service of process upon the Association:

Name: Jerome Averbuch
Address: 303 Williams Avenue
Suite 321
Huntsville, Alabama 35801

ARTICLE XIV - INSURANCE

Insurance (other than title insurance) which shall be carried upon the Property shall be governed by the provisions of Section 2.11 of the Bylaws.

14.01. INSURANCE TRUSTEE: SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association, as Trustee for each of the Unit Owners and their mortgagees which said Board of Directors of the Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Unit Owners and their mortgagees, as follows:

- (a) Common Elements and Facilities. Proceeds on account of damage to Common Elements and facilities an undivided share for each Unit Owner, such-share being the same as his undivided interest in the common Elements appurtenant to his Unit.
- (b) Units. Proceeds on account of Units shall be held for the owners of damaged Units in proportion to the cost

Declaration of Condominium

of repairing the damage suffered by each Unit Owner.

- (c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

14.02. DISTRIBUTION OF PROCEEDS. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

14.03. ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

ARTICLE XV - CONDEMNATION

In the event of condemnation of all or a portion of the Property, the disposition of proceeds of the award shall be governed by the following provisions:

15.01. ENTIRE PROPERTY. In the event of condemnation of the entire Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed by the Association to the Unit owners and their mortgagees, as their interests may appear, in proportion to their undivided interests in the Common Elements.

Declaration of Condominium

15.02. PARTIAL TAKING. In the event of condemnation of a portion of the Property, the Association shall be entitled to receive the proceeds of the award 'which shall be distributed in accordance with the findings of a panel of three (3) arbitrators to be selected by the Board which shall proceed in accordance with the then existing rules of the American Arbitration Association to determine the portion of the award due to be distributed to each of the several Unit Owners and their mortgagees, as their interests may appear, by virtue of the Unit Owner's interest solely in the Units or portions thereof taken and the portion of the award allocable to the Common Elements taken by condemnation. The portion of the award allocable to the Common Elements shall be retained by the Association which shall treat the same as insurance proceeds and proceed under Article XVI hereof to reconstruct and restore the affected portion of the Property to a complete architectural unit if the Board determines that such is feasible. If it is determined not to be feasible to restore the Property to a complete architectural unit, the portion of the award allocable to the Common Elements shall be distributed to the Unit Owners and their mortgagees, as their interests may appear, in proportion to their undivided interests therein. The expense of the arbitration shall be paid by the Association, and shall constitute a Common Expense.

ARTICLE XVI - RECONSTRUCTION OR REPAIR AFTER CASUALTY

In the event of the damage or destruction of all or part of the Property, then, unless it be determined by the vote of ninety-nine (99%) percent of the Unit Owners not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

Declaration of Condominium

16.01. RECONSTRUCTION OR REPAIR. If any part of the Property shall be damaged by casualty, it shall be reconstructed or repaired.

- (a) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed, replaced or repaired.
- (b) Building.
 - (i) Partial Destruction. If the damaged improvement is part of a Building or a Common Element, the damaged property shall be reconstructed, replaced or repaired.
 - (ii) Total Destruction. If a Building is so damaged that the same is untenable, the Building shall be reconstructed.
- (c) Plans and Specifications. Any such reconstruction or repair must be in accordance with the Plans and specifications for the original Building, or as the Building was last constructed, or according to plans approved by the Board.

16.02. RESPONSIBILITY. If the loss shall occur within a single Unit without damage to the Common Elements, then the Unit Owner shall be responsible for reconstruction and repair after casualty. Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, the responsibility of reconstruction and repair after casualty shall be that of the Association.

16.03. ESTIMATES OF COSTS. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain estimates of the cost to rebuild or repair so as to place

Declaration of Condominium

the damaged property in condition as good as that before the casualty.

16.04. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners in sufficient amount to provide funds for the payment of such costs. Such Assessments for reconstruction or repair of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

16.05. CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who shall use such funds for the restoration of his Unit.
- (b) Association. Where it shall be obligatory upon the Association to repair or reconstruct the damage caused by said loss, then the construction fund shall be

Declaration of Condominium

disbursed in payment of such costs upon the order of the Association.

- (c) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, then such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Directors.

ARTICLE XVII - USE RESTRICTION

The use of the Property of the Condominium shall be in accordance with the following provisions:

17.01. RESIDENCES. The Property shall be used solely for residential purposes.

17.02. NUISANCES. No nuisances shall be allowed upon the Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

17.03. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or

Declaration of Condominium

repair of the Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

17.04. LEASING. Units may be leased or rented for such terms as the Unit Owner thereof may deem appropriate, provided however, all such leases shall be subject to the Rules and Regulations applicable to Units occupied by Unit Owners.

17.05. REGULATIONS. Reasonable regulations concerning the use of the Property not inconsistent with the provisions of this Declaration may be made by the Board. Copies of such regulations or amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium.

ARTICLE XVIII - NOTICE OF LIEN OR SUIT

18.01. NOTICE OF LIEN. A Unit Owner shall give notice to the Association of every lien upon his Unit, including taxes and special assessments, within five (5) days after the Unit Owner's receipt of notice thereof.

18.02. NOTICE OF SUIT. A Unit Owner shall give notice to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner receives knowledge thereof.

18.03. FAILURE TO COMPLY. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

ARTICLE XIX - COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Act, this Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations adopted pursuant thereto and said documents and Regulations as they may

Declaration of Condominium

be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Act:

19.01. NEGLIGENCE. Each Unit Owner shall be responsible for all damages to all other Units and/or the Common Elements necessitated by his act, negligence or misuse or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, and the Association shall have the right to levy an Assessment on such Unit Owner, which Assessment shall have the same force and effect as all other Assessments. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances.

19.02. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court.

19.03. NO WAIVER OF RIGHTS. The failure of the Association or any Unit Owner to enforce any covenant, restrictions, or other provision of the Act, this Declaration, the Bylaws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XX - COVENANT AGAINST PARTITION

There shall be no judicial or other partition of the Property, any part thereof or any Unit, nor shall Developer, any Unit Owner, or any person acquiring any interest in the project or any part thereof seek any such partition unless the Property

Declaration of Condominium

has been removed from the provisions of the Act, as in said Act provided.

ARTICLE XXI - AMENDMENT

This Declaration of Condominium may be amended in the following manner:

21.01. NOTICE. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is considered.

21.02. RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board or by the Members of the Association, and after being proposed and approved by one of such bodies, it must then be approved by the other to become effective. Such approvals must be by not less than a majority of the whole Board of Directors and by not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the Association.

21.03. RECORDING. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Madison County, Alabama.

21.04. PROVISO. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units or Building or Unit Owners in a Building unless the Unit Owners so affected shall consent; and no amendment shall change the- configuration or size of any Unit in any material fashion, materially alter or modify the manner in which the undivided interests in the Common Elements is allocated to each Unit, or materially change the manner in which

Declaration of Condominium

the Common Expenses are prorated unless the record owner thereof and all record owners of liens thereon. shall join in the execution of the amendment.

21.05. ~~PROVISIONS PERTAINING TO THE DEVELOPER.~~

~~Notwithstanding any other provisions herein contained, until such time as the First Annual Meeting of Unit Owners is held in accordance with the procedure set forth in the Bylaws or until Developer elects not to be subject to the provisions of this Section 21.05, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium Documents:~~

- ~~(a) The Developer reserves the right to amend the Bylaws of the Association.~~
- ~~(b) The Developer reserves the right to amend this Declaration of Condominium, subject, however, to the limitations provided for in Section 21.04 hereof.~~
- ~~(c) The Directors of the Association shall be designated by the Developer and such Directors as may be designated need not be Unit Owners.~~
- ~~(d) Notwithstanding any other provision to the contrary, the Developer reserves the unrestricted right to sell, assign or lease any Units which it continues to own after the recording or filing of the Condominium documents, and to post signs on the Property as long as it owns at least one Unit.~~²⁷ ²⁸

²⁷ Third Amendment to the Declarations 1983 June 21

²⁸ Amended January 30, 1992, Source: 8.

Declaration of Condominium

21.06. PROVISO. Provided, however, that notwithstanding any other provisions contained in this Declaration, the Articles of Incorporation of the Association or the By-laws: (a) the Developer shall relinquish all special rights, expressed or implied, through which the Developer may directly or indirectly control, direct, modify or veto any action of the Association, its directors or a majority of Unit Owners, and (b) control of the Association shall pass to the owners of Units within the condominium, not later than the earliest of the following: (i) 120 days after the date by which 75% of all of the units in all phases of the Condominium have been conveyed to Unit purchasers, or; (ii) Five (5) years following the first conveyance to a unit purchaser.²⁹

ARTICLE XXII - RESTRICTION ON TRANSFER OF UNITS

~~(a) No Unit Owner may sell his Unit or any interest therein without first giving the Developer fifteen (15) days' written notice of the intended sale and a written copy of the offer as provided below, and offering to sell such Unit to the Developer on the same terms and conditions as contained in a bona fide outside written offer, either as originally made or subsequently modified, a copy of which offer or modification thereof shall be provided Developer. The aforesaid right of first refusal shall run in favor of the Developer, its successors and assigns, for a period of twenty years following the conveyance of the first Unit.~~

~~(b) The restrictions contained in this Article XXII of the Declaration shall not apply with respect to any lease nor to an inter vivos gift or transfer by intestacy or testamentary devise~~

²⁹ Third Amendment to the Declarations 1983 June 21

Declaration of Condominium

~~by a Unit Owner of his Unit, or to a Unit owned by the Developer, or to the acquisition or sale of a Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this paragraph shall apply with respect to any purchaser of such Unit from such mortgagee.~~³⁰³¹

ARTICLE XXIII - POWER OF ATTORNEY

~~Each Unit Owner shall be deemed by his acceptance of a deed to a Unit to have consented to the powers of amendment herein reserved by Developer and to any amendments previously or hereafter executed by Developer pursuant thereto. Each Unit Owner shall further be deemed by his acceptance of a deed to a Unit to have appointed Developer his attorney in fact to give, execute and record the consent of the Unit Owner to any and all amendments to this Declaration which Developer may wish to exercise pursuant to the powers herein reserved.~~³²

ARTICLE XXIV - TERMINATION

The Condominium may be terminated in the manner provided by the Act; provided, however, that in the event of termination, each Unit shall be subject to the payment of a share of the Common Expenses as heretofore defined.

ARTICLE XXV - WARRANTIES

The Developer specifically disclaims any intent to have made any warranty or representation in connection with the

³⁰ Deleted in it's entirety, Third Amendment to the Declarations 1983 June 21

³¹ Amended January 30, 1992, Source: 8.

³² Amended January 30, 1992, Source: 8.

Declaration of Condominium

Property or the Condominium Documents except as specifically set forth therein, or in any written warranty given by Developer to a Unit Owner in connection with the sale of a Unit, and no person shall have the right to rely upon any warranty or representation not so specifically made therein. All estimates of Common Expenses, taxes or other charges are made in good faith and Developer believes the same to be accurate, but no warranty or guaranty as to their accuracy is made or intended, nor may one be relied upon except where the same is specifically warranted, or guaranteed.

Unless the Developer shall have given a separate express written warranty with respect thereto, the Developer shall not be responsible for conditions resulting from condensation, or an expansion or contraction of materials, paint over walls, either interior or exterior, loss or injury caused in any way by the elements, the water tightness of windows or doors, defects which are the result of characteristics common to the material used, damage due to ordinary wear and tear or abusive use, collection of water within the buildings or on any other portion of the Property, nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual Unit Owner, and it is understood and agreed that the Developer shall have no responsibility whatsoever as to the matters provided for in this Article XXIV to the Association. Guaranties or warranties given by Developer's subcontractors, and warranties obtained from the manufacturer of appliances and equipment as specified by said manufacturers and subcontractors, will be assigned by Developer to the Association and may be enforced by either the Association or the Unit Owner.

Declaration of Condominium

THE FOREGOING WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY. FIXTURES, EQUIPMENT, APPLIANCES, PERSONAL PROPERTY, AND REAL PROPERTY AND IMPROVEMENTS THEREON IS MADE BY DEVELOPER.

PROVISO. Provided, however, that nothing contained herein shall obviate the requirement that Developer furnish such warranty as is required by the Veterans' Administration to any Veteran who purchases a unit with the assistance of a mortgage loan guaranteed by the Veterans' Administration.³³

ARTICLE XXVI - INTERPRETATION

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

ARTICLE XXVII - SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration and the Bylaws shall not affect the validity of the remaining portions thereof.

ARTICLE XXVIII³⁴

Notwithstanding anything contained herein, nor anything contained in the Articles of Incorporation, as previously

³³ Third Amendment to the Declarations 1983 June 21

³⁴ Added October 11, 1994. Source: 10.

Declaration of Condominium

amended, Declaration of Condominium, By-Laws of the Corporation, or otherwise, the Corporation shall have the power, upon majority vote of the Board of Directors, to borrow funds and monies and incur indebtedness by promissory note, mortgage, or otherwise, and pledge, promise, or agree that the dues, assessments or other funds of the corporation may be used to satisfy, pay or extinguish any such debt, note or mortgage.

The limit of this loan shall be one hundred thousand dollars (\$100,000.00) with a five year payback term. The monthly dues increase shall not exceed 10% for payback of this loan. Any future borrowing shall be approved at a called Unit Owners meeting with a specified amount, payback term and repayment source.

IN WITNESS WHEREOF, Plantation South, Ltd., has caused this instrument to be executed by its General Partner, Jerome Averbuch, on the day and year first above written.

PLANTATION SOUTH, LTD.

By: // signed Jerome Averbuch //

Section 5 :

SECOND

SUPPLEMENTAL DECLARATION OF CONDOMINIUM

PLANTATION SOUTH I CONDOMINIUM

WHEREAS, Plantation South, Ltd., an Alabama limited partnership, herein called the "Developer", did heretofore on the 16th day of January, 1982, cause the Declaration of Condominium of Plantation South I Condominium to be filed with the Probate Judge of Madison county, Alabama, the same being filed in Condominium Record 1, Page 271;

WHEREAS, Article VI of said Declaration of Condominium provided that the Developer shall have the right to bring within the scheme of the Declaration additional properties provided that said additional phases were substantially in accordance with the final development plan for the Project approved by the Planning Commission of the City of Huntsville, Alabama, on March 24, 1982: and

WHEREAS, additional Units have been completed substantially in accordance with the plan for the Project and are ready to be submitted to the Declaration of Condominium.

NOW THEREFORE, the Developer does hereby make, declare, and publish its intention and desire to submit and does hereby submit the real property described in Exhibit "A" attached hereto to the scheme of the covenants and restrictions of the Declaration of Condominium of Plantation South I Condominium filed in Condominium Record 1, Page 271, Probate Records of Madison County, Alabama.

Second Supplemental Declaration

All terms used in this Supplemental Declaration shall have the meaning assigned in the Declaration of Condominium.

IN WITNESS WHEREOF, Plantation South, Ltd., has caused this instrument to be executed by its General Partner, Jerome Averbuch, on this the 8th day of November, 1982.

PLANTATION SOUTH, LTD.

By: // signed Jerome Averbuch
Its General Manager

Section 6
THIRD SUPPLEMENTAL DECLARATION OF CONDOMINIUM
OF
PLANTATION SOUTH I CONDOMINIUM

Pursuant to the power reserved to the Developer in Section 21.05 in the Declaration of Condominium of Plantation South I Condominium, filed in Condominium Record 1, Page 271, Probate Records of Madison County, Alabama, the Developer does hereby amend said Declaration of Condominium as follows:

1. Article IV, Section 4.04, is hereby, deleted and in lieu thereof the following is substituted:

4.04. CHANGES. The Developer reserves the right with the written approval of the Veterans' Administration to change the interior design or arrangement of all Units, the exterior elevations and projections of all Units including the patio, porch and deck areas, and to alter the boundary between the Units, so long as the Developer owns the Units so altered. Veterans' Administration written approval of the Veterans' Administration, shall be reflected by an amendment to this Declaration; notwithstanding the procedures for amendment described in Article XXI of this Declaration, any amendment for such purpose needs to be signed and acknowledged only by the Developer and mortgagee, if any, and needs not be approved by the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. PROVISIO: Provided, however, notwithstanding the foregoing, any change that meets the Veterans' Administration's minimum property standards shall not require the written approval of the Veterans' Administration.

Second Supplemental Declaration

2. Article VI is hereby deleted and in lieu thereof the following is substituted:

ARTICLE VI - ARTICLES IN ACCORDANCE WITH A GENNERAL PLAN OF DEVELOPMENT

The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future expansions of the development known as "Plantation South I Condominiums" in accordance with a general plan of development for Plantation South I Condominium prepared prior to the sale of any Unit. Such general plan of development shall be substantially in accordance with the final development plan approved under the zoning procedures of the City of Huntsville, Alabama, by the Planning Commission of the City of Huntsville, on March 24, 1981. Such general plan of development shall not bind the Developer, its successors and assigns, to make the proposed additions. The Developer covenants, however, that the condominium regime shall not be merged with a successor condominium regime without prior written approval of the Veterans' Administration. Further, the Developer covenants that no amendment which reduces the size of any unit or increases the number of units as Proposed by the General Plan of Development will be made without prior written approval of the Veterans' Administration.

The additions authorized under this Article may be made only with the written approval of the Veterans' Administration, but without the requirement of approval or consent by any Unit Owner, lessee or mortgagee and shall be made by the Developer, its successors and assigns, by filing of record a Supplemental Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Each and every Unit Owner by the

Second Supplemental Declaration

acceptance of a deed to a Unit, each and every lessee of a Unit, and each and every mortgagee by the acceptance of a mortgage on a Unit does hereby constitute and appoint the Developer, its successors and assigns, his true and lawful attorney in fact, with full power and authority for him, and in his name, to make, execute, acknowledge, publish, file and swear to the execution, acknowledgment, filing and recording of such Supplemental Declarations authorized under this Article. The authority herein granted to the Developer is a special power of attorney coupled with an interest, is irrevocable and shall survive the death or incapacity of any Unit Owner, lessee or mortgagee.

3. Article VII is hereby deleted and in lieu thereof the following is substituted:

ARTICLE VII - UNITS SUBJECT TO DECLARATION ARTICLES OF INCORPORATION, BY-LAWS AND RULES AND REGULATIONS

All present and future Unit Owners, tenants and occupants of the Units shall be subject to, and shall comply with the provisions of this Declaration, the Articles of Incorporation, the By-laws and the Rules and Regulations, as they may be amended from time to time. The initial By-laws of the Association are attached hereto as Exhibit A and are incorporated herein by reference.

4. The following sentence is added at the end of Article IX:

Furthermore, any unit owner shall have a right of action, against the Association to recover sums due, or damages, or injunctive relief or any of them for failure of the Association to comply strictly with the provisions of this Declaration, the

Second Supplemental Declaration

Articles of Incorporation, the Bylaws and the Rules and Regulations.

Article XIII, Section 13.07 is hereby deleted and in lieu thereof the following is substituted:

13.07 BY-LAWS. The operation of the Association shall be governed by the By-laws of the Association, a copy of which is attached hereto as Exhibit A, and made a part hereof by reference.

6. Article XXI, Section 21.05, is hereby deleted and in lieu thereof the following is substituted:

21.05. PROVISIONS PERTAINING TO THE DEVELOPER. Subject to the Proviso contained in Section 21.06 hereof, and notwithstanding any other provisions herein otherwise contained, until such time as the First Annual Meeting of Unit Owners is held in accordance with the procedure set forth in the By-laws or until Developer elects not to be subject to the provisions of this Section 21.05, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Developer from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium Documents:

(a) The Developer reserves the right to amend this Declaration of Condominium and the By-laws of the Association, subject, however, to the written approval of the Veterans' Administration and further subject to the limitations provided for in Section 21.04 hereof. PROVISIO: Notwithstanding the foregoing, no amendment to the Declaration of Condominium made in accordance with Article VI hereof shall require the written

Second Supplemental Declaration

permission of the Veterans' Administration unless required by the provisions of the such Article.

(b) The Directors of the Association shall be designated by the Developer and such Directors as may be designated need not be Unit Owner.

(c) Notwithstanding any other provision to the contrary, the Developer reserves the unrestricted right to sell, assign or lease any Units which it continues to own after the recording or filing of the Condominium documents, and to post signs on the Property as long as it owns at least one Unit.

7. The following Article XXI, Section.21.06, is added:

21.06. PROVISO. Provided, however, that notwithstanding any other provisions contained in this Declaration, the Articles of Incorporation of the Association or the By-laws: (a) the Developer shall relinquish all special rights, expressed or implied, through which the Developer may directly or indirectly control, direct, modify or veto any action of the Association, its directors or a majority of Unit Owners, and (b) control of the Association shall pass to the owners of Units within the condominium, not later than the earliest of the following: (i) 120 days after the date by which 75% of all of the units in all phases of the Condominium have been conveyed to Unit purchasers, or; (ii) Five (5) years following the first conveyance to a unit purchaser.

8. Article XXII is hereby deleted in its entirety.

9. The following Proviso is added as a separate paragraph at the end of Article XXV:

Second Supplemental Declaration

PROVISO. Provided, however, that nothing contained herein shall obviate the requirement that Developer furnish such warranty as is required by the Veterans' Administration to any Veteran who purchases a unit with the assistance of a mortgage loan guaranteed by the Veterans' Administration.

IN WITNESS WHEREOF, Plantation South, Ltd., has caused this instrument to be executed by its General Partner, Jerome Averbuch, on the 21st day of April 1983.

PLANTATION SOUTH, LTD.
/ signed

_____/

Jerome Averbuch, General

Partner
STATE OF ALABAMA)
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jerome Averbuch, whose name as General Partner of Plantation South, Ltd., an Alabama Limited Partnership, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument he, in his capacity as such General Partner and with full authority, executed the same voluntarily for and as the act of said Limited Partnership on the day the same bears date.

Given under my hand and Official seal this 21st the day of April, 1983.

/ signed _____/
Notary Public

Second Supplemental Declaration

Section 7 EXHIBIT "A" TO ARTICLES OF INCORPORATION
BYLAWS
OF
PLANTATION SOUTH I CONDOMINIUM

These Bylaws of Plantation South I Condominium, a condominium ("Condominium"), are promulgated pursuant to the Alabama Condominium Ownership Act, Code of Alabama 1975, Section 35-8-1 et seq., as amended, for the purposes of governing Plantation South I Condominium Association, Inc., a not-for-profit corporation, organized under the provisions of the Alabama Nonprofit Corporation Act, Section 10-3-1 et seq., as amended, as an association of members of the condominium. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof.

As used herein, the term "Association" shall be the equivalent of "Association" as defined in the Declaration of Condominium of PLANTATION SOUTH I CONDOMINIUM, and all words as used herein shall have the same definitions as attributed to them in said Declaration of Condominium. The provisions of these Bylaws shall automatically become applicable to Property which may be added to the condominium pursuant to Article VI of the Declaration of Condominium upon the recording of an amendment to the Declaration submitting such additional Property to the provisions of the Condominium Ownership Act.

All present and future owners, mortgagees, lessees and occupants of the Units in the Condominium and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws, the Declaration of Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record (title

Second Supplemental Declaration

conditions). The acceptance of a deed or the occupancy of a Unit shall constitute an agreement that these Bylaws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be Suite 321, 303 Williams Avenue, SW, Huntsville, Alabama 35801.

The fiscal year of the Association shall be the calendar year.

ARTICLE 1: MEMBERSHIP AND MEMBERSHIP MEETINGS

SECTION 1.01. QUALIFICATIONS. The members of the Association shall consist of all of the record owners of Units in the condominium.

SECTION 1.02. CHANGE OF MEMBERSHIP. Change of membership in the Association shall be established by the recording in the public records of Madison County, Alabama, of a deed or other instrument establishing a record title to a Unit in the Condominium, and the delivery to the Secretary of the Association of a certified copy of such instrument, thereby becoming a Member of the Association. The membership of the prior owner shall be thereby terminated.

SECTION 1.03. VOTING RIGHTS. The vote for a Unit shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for. The number of votes to which an owner is entitled is provided in the Declaration.

SECTION 1.04. DESIGNATION OF VOTING REPRESENTATIVE AND ELIGIBILITY TO VOTE. In the event a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1)

Second Supplemental Declaration

person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the duly authorized representative of the Board of Directors or other governing body of such entity and filed with the Secretary of the Association. If such a certificate is not filed with the Secretary of the Association for a Unit owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership, or vote of the Unit owner concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of the person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is effected. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any owner thereof. In the event any Unit owner shall be in default in payment of any Assessments against his Unit and shall fail to cure such default at least two (2) days prior to the date fixed for the meeting, the membership or vote of the Unit owner concerned shall not be considered in determining the requirement for a quorum nor for any proposal requiring the approval of the person entitled to cast the vote for the Unit.

SECTION 1.05. ANNUAL MEETINGS. Within ninety (90) days after December 31, 1982, the Developer shall call the first annual Unit owners meeting. Thereafter, annual meetings shall be held within thirty (30) days of the anniversary of such date

Second Supplemental Declaration

each succeeding year at a day and time determined by the Board of Directors. The annual meeting shall be held for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members.

SECTION 1.06. SPECIAL MEETINGS. Special meetings of the Members may be called by the Board of Directors or the President for any purpose or purposes, and shall be called by the Secretary at the request, in writing, of one-third (1/3) of the Members. Business transacted at all special meetings shall be confined to the object(s) stated in the notice thereof.

SECTION 1.07. NOTICE OF MEETINGS. Notice of all members' meetings stating the date, time, place and purpose for which the meeting is called shall be mailed to each Member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. The mailing of a notice in the manner provided in these Bylaws shall be consider notice served. Notice of meetings may be waived either before or after meetings.

SECTION 1.08. VOTING IN PERSON OR BY PROXY. A Member may vote in person or by proxy executed in writing by the Member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the Secretary of the Association before the appointed time of the meeting.

SECTION 1.09. QUORUM. Unit owners holding more than fifty (50%) percent of the votes entitled to be cast represented in person or by proxy shall constitute a quorum at all meetings of the Unit Owners.

SECTION 1.10. VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the vote of a majority of the

Second Supplemental Declaration

votes cast shall be necessary for the adoption of any matter voted upon by Unit Owners, unless the question is one upon which, by express provision of the Act, the Declaration, the Articles of Incorporation, or these Bylaws, a different number is required, in which case the expressed provision shall govern and control the decision in question.

SECTION 1.11. ADJOURNED MEETINGS. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time without notice other than announcement at the Meeting, until a quorum is present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

SECTION 1.12. THE ORDER OF BUSINESS. The order of business at annual Members' meetings and, as far as practical, at all other members' meetings shall be:

- (a) Call to order;
- (b) Calling of the roll and certifying of proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

SECTION 1.13. PLACE OF MEETING. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at

Second Supplemental Declaration

such other suitable place convenient to Unit Owners as may be designated by the Board of Directors.

ARTICLE II - BOARD OF DIRECTORS

SECTION 2.01. NUMBER AND TERM.

(a) The first Board of Directors shall consist of three (3) members who shall be designated by the Developer. The number of Directors shall thereafter expand as hereinafter set out to ultimately consist of six (6) members. Directors need not be Unit Owners. Directors elected at the annual meeting of the Members shall be elected to serve for the term of three (3) years. One-third (1/3) of the terms of the members of the Board of Directors elected by Unit Owners shall expire annually. In any event, however, such Director shall hold office until such time as his successor has been elected or designated.

(b) So long as the Developer owns one or more Units, the Developer shall be entitled to designate one member of the Board of Directors. The Developer may remove the Director so designated by it from time to time and replace him with another Director of its own choosing; provided, however, that it shall file with the secretary a designation of the member of the Board designated to serve pursuant to the provisions of this section 2.01. In the event a member of the Developer or an officer, director or employee of one of its affiliates shall serve on the Board, said person shall, in the event no written designation is on file with the Secretary, be deemed to be the person designated hereunder even though elected by the Unit owners. In the event no person has been designated or deemed to be designated by Developer pursuant to this Section 2.01, Developer may remove the most recently elected Director receiving the least number of votes and designate one in his stead.

Second Supplemental Declaration

(c) At the first annual Meeting of Unit Owners, held pursuant to Section 1.05 of the Bylaws, the Director designated Place One in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the second annual Meeting, the Director originally designated Place Two in the Articles of Incorporation shall be replaced by two Directors elected by the Unit owners. At the third annual Meeting, the Director originally designated Place Three in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At each annual Meeting subsequent thereto, the two Directors whose term of office then expire shall be replaced by two Directors selected by the Unit Owners. Notwithstanding the foregoing, the right of the Unit Owners to elect Directors shall be subject to the right reserved to the Developer under subparagraph (b) of this Section 2.01 to designate one Director.

SECTION 2.02. REMOVAL. Any Director other than the one designated by Developer may be removed, either with or without cause, by an affirmative vote of sixty-six and two-thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners in person or by proxy at a meeting of Unit Owners duly held for such purpose.

SECTION 2.03. VACANCY AND REPLACEMENT. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a Special Meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Second Supplemental Declaration

SECTION 2.04. REGULAR MEETINGS. The Annual Meeting of the Board of Directors shall be held immediately after the adjournment of the annual members' meeting, provided a quorum shall be present, or as soon thereafter as may be practicable. The Directors may, by resolution duly adopted, establish regular monthly, quarterannual or semi-annual meetings. If such resolution is adopted, no notice of such regular meetings of the Board of Directors shall be required.

SECTION 2.05. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called by the President or upon the written request of any two (2) Directors upon at least five (5) days notice to each Director and shall be held at the office of the Association.

SECTION 2.06. WAIVER OF NOTICE. Any member of the Board of Directors may at any time waive notice of any meeting of the Board of Directors in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 2.07. QUORUM AND TRANSACTION OF BUSINESS. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by the Act, the Declaration or by these Bylaws. If a quorum shall not be present in any meeting

Second Supplemental Declaration

of Directors, the Directors present thereat may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present.

SECTION 2.08. POWERS AND DUTIES. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the Unit Owners. The Board of Directors shall have the power to enforce obligations of the Unit Owners and to do anything and everything necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than Fifty Dollars (\$50.00) for any one violation but for each day a violation continues after written notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners. In addition to and not in limitation of the power of the Board of Directors to levy fines against the Unit Owners for violations of its rules and regulations, in case of persistent violation of the rules and regulations by a Unit Owner, the Board of Directors shall have the power to seek injunctive relief to require such Unit Owner to adhere to the rules and regulations.

All expenses in connection with any proceedings for injunctive relief, including the attorney's fees of the Board of Directors, shall be charged to the particular Unit Owner or Unit Owners involved and collection of same may be enforced against

Second Supplemental Declaration

the Unit Owner or Unit Owners involved as if same were Common Expenses owed by the particular Unit owner or Unit owners.

SECTION 2.09. COMPENSATION. No Director shall be compensated for his services as such. This provision shall not prohibit a Director from receiving compensation as an employee of the Association, nor preclude the contracting with a Director or any firm or corporation in which a Director may own an interest, for the management of the Condominium for which such Director or Directors may receive compensation.

SECTION 2.10. MANAGING AGENT. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, officer or employee of the Association, or a firm or corporation in which a Director owns an interest, to manage the Property and the affairs of the Condominium under the supervision of the Board of Directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board of Directors.

SECTION 2.11. INSURANCE. The Board of Directors shall obtain insurance for the Property which shall include the following:

(1) fire insurance with extended coverage insuring the Buildings containing the Units and covering the interests of the Condominium, the Board of Directors and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Directors, and payable to the Association as Trustee for each of the Unit Owners and their mortgagees, in accordance with the requirements set forth in the Declaration;

Second Supplemental Declaration

(2) public liability insurance in such amounts and with such coverages as the Board of Directors may determine; and

(3) such other insurance as the Board of Directors may determine.

The premiums shall be Common Expenses. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof shall be payable to the Board of Directors. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units.

It shall be the responsibility of each Unit Owner to provide insurance for his own benefit against loss or damage to his wallcoverings, furniture, furnishings and other personal property contained in his Unit and all betterments and improvements to the Unit over and above the plans and specifications or in excess of the floor covering and light fixture allowance, and against injuries sustained as a result of accidents occurring within his Unit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Second Supplemental Declaration

SECTION 2.12. LIABILITY OF THE BOARD OF DIRECTORS. The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the Board of Directors, whether members of or employed by the Developer, to contract with the Developer or affiliated firms or corporations, without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements.

ARTICLE III OFFICERS

SECTION 3.01. ELECTION. At each annual Meeting of the Board of Directors, the following officer of the Association shall be elected:

- (a) A President, who shall be a Director and who shall preside over the meetings of the Board of Directors and of the Members, and who shall be the chief executive officer of the Association.

Second Supplemental Declaration

- (b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. If the Board so determines, there may be more than one vice-president.
- (c) A Secretary, who shall be responsible for the minutes of all meetings of the Board of Directors and of the Members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.
- (d) A Treasurer, who shall supervise the financial records and books of account.
- (e) Such additional officers as the Board of Directors shall deem necessary.

SECTION 3.02. POWERS. The respective officers shall have the general powers usually vested in such officer of a not-for profit corporation; provided that the Board of Directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board of Directors may see fit.

SECTION 3.03. TERM. Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

SECTION 3.04. REMOVAL. Any officer elected or appointed by the Board may be removed, with or without cause, by the majority vote of the whole Board of Directors at any regular meeting of the Board or at a special meeting of the Board called for such purpose.

SECTION 3.05. RESIGNATIONS. Any officer may resign his office at any time, such resignation to be made in writing, and

Second Supplemental Declaration

to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

SECTION 3.06. VACANCIES. If the office of the President, Vice President, Secretary, Treasurer, or one or more becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the whole Board of Directors may choose a successor or successors who shall hold office for the unexpired term.

SECTION 3.07. COMPENSATION. The officers shall receive no compensation for their services.

ARTICLE IV - RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

The responsibility for maintenance and repair of the Property shall be as set forth in the Declaration.

ARTICLE V - ASSESSMENTS

SECTION 5.01. ACCOUNTING RECORDS. The Board of Directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles, and such records shall include all records provided for in the Alabama Condominium Ownership Act.

SECTION 5.02. BUDGET. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements,

Second Supplemental Declaration

landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these Bylaws and the Declaration. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors, on behalf of the Association, of any Unit which is to be sold at a foreclosure or other judicial sale. (The annual budget ~~may~~ shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis.) To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 5.03. ASSESSMENTS. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished by the Board to each Unit Owner not later than ten (10) days before the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit owner shall pay, as his respective monthly Assessment for the Common Expenses, one-twelfth (1/12) of his share of the Common Expenses for such year as shown by the annual budget.

The Assessment of the Common Expenses shall be as set forth in the Declaration. The failure to send or to receive monthly statements shall not relieve any Unit Owner of his obligation to

Second Supplemental Declaration

pay his monthly Assessments on or before the first day of each month. If the Board of Directors shall not approve an estimated annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his monthly Assessment as last determined. Each Unit Owner shall pay his monthly Assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit owner shall be relieved of his obligation to pay his Assessment by abandoning or not using his Unit or the Common Elements.

SECTION 5.04. PRORATION OF ASSESSMENTS. For the first fiscal year, the annual budget shall be as approved by the first Board of Directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessment for such unit owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his Unit by each Unit Owner, he shall pay his Assessment for the current month or fraction of a month.

SECTION 5.05. ANNUAL STATEMENTS. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board of Directors shall cause to be furnished to, each Unit Owner a statement for such year so ended, showing a summary of the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5.06. ACCOUNTS. The Board of Directors shall cause to be kept a separate account record for each Unit owner showing the Assessments charged to and paid by such Unit Owner, and the

Second Supplemental Declaration

status of his account from time to time. Upon fifteen (15) days notice to the Board of Directors any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid Assessments or other charges due and owing from such Unit owner.

SECTION 5.07. SUPPLEMENTAL BUDGET AND ASSESSMENTS. If during the course of any year, it shall appear to the Board of Directors that the monthly Assessments, determined in accordance with the estimated annual budget, for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 5.08. PAYMENT OF ASSESSMENTS. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payments when due, the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these Bylaws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 5.09. RECORDS. The Board of Directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the expenses incurred, and such records and vouchers authorizing the payments of such expenses shall be

Second Supplemental Declaration

available upon reasonable prior notice for examination by the Unit Owners at convenient hours of week days at the office of the Association.

ARTICLE VI - DEFAULT

SECTION 6.01. DEFAULT IN PAYMENTS. In the event a Unit Owner does not pay any sums, charges or Assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting through its Board of Directors may foreclose the lien encumbering the Unit created by non-payment of the required moneys in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid in the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, through its Board of Directors, bring suit to recover a money judgment for sums, charges or Assessments required to be paid to the Association without waiving its lien securing same.

If an action of foreclosure is brought against a Unit Owner for the non-payment of moneys due the Association, and as a result thereof the interest of the said Unit Owner in and to the Unit is sold, then, at the time of such sale, the Unit owner's membership shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys fees, and any and all expenses

Second Supplemental Declaration

incurred in the resale of the Unit which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of the Unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former Unit Owner of the Unit in question.

SECTION 6.02. VIOLATION OF DECLARATION OF CONDOMINIUM. In the event of violation of the provisions of the enabling Declaration, Articles and/or Bylaws, as the same are now or may hereafter be constituted, the Association, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages, or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.

SECTION 6.03. COSTS AND ATTORNEYS' FEES. In any action, either to foreclose its lien, to recover a money judgment or for injunctive relief brought by or on behalf of the Association against a Unit Owner, the Association, in the event it is the prevailing party, shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees, including those incurred on appeal, as may be awarded by the Court.

ARTICLE VII - MORTGAGES

SECTION 7.01. NOTICE TO BOARD OF DIRECTORS. A Unit Owner who mortgages his Unit shall notify the Secretary of the Association who shall maintain a record of such information.

SECTION 7.02. NOTICES OF UNPAID COMMON CHARGES. The Board of Directors, whenever so requested in writing by a mortgagee of

Second Supplemental Declaration

a Unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of a mortgaged Unit.

SECTION 7.03. EXAMINATION OF BOOKS. The holder of a mortgage on any Unit shall have the same right to examine the books and records of the Association afforded a Unit Owner pursuant to Section 5.09 of these Bylaws.

ARTICLE VIII- USE AND OCCUPANCY RESTRICTIONS

SECTION 8.01. USE AND OCCUPANCY RESTRICTIONS. No part of the Property shall be used for other than residential use and the related common purposes for which the Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a Unit owner from:

- (a) Maintaining his personal or professional library therein.
- (b) Keeping his personal business or professional records or accounts therein.
- (c) Handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

SECTION 8.02. USE OF COMMON ELEMENTS. The common Elements shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the parking area, and other special areas shall be used for such purposes as are approved by the Board of Directors. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or interfered with by any Unit Owner.

Second Supplemental Declaration

SECTION 8.03. NUISANCES. No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.

SECTION 8.04. MAINTENANCE AND REPAIRS. Each Unit Owner shall perform promptly, and at his own risk, cost and expense, all maintenance and repair work with respect to all portions of his Unit, as defined in the Declaration, which, if omitted, would adversely affect or jeopardize the safety of the Condominium Property. Each Unit Owner shall be obligated to reimburse the Association for the expenses incurred in maintaining or repairing any part of the Condominium Property damaged by the negligence of or misuse by the Unit Owner, his tenants, agents, guests or licensees.

Each Unit Owner shall maintain a minimum temperature in his Unit in the winter as set forth by the Board of Directors, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Each Unit Owner shall not display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside antennas, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors.

SECTION 8.05. TRASH. Trash, garbage and other waste shall be kept only in sanitary containers, as prescribed from time to time in the administrative Rules and Regulations of the Board of

Second Supplemental Declaration

Directors, and shall be disposed of in a clean and sanitary manner.

SECTION 8.06. RIGHTS OF DEVELOPER. Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer may from time to time use and show one or more of such unsold or unoccupied unit(s) as a model Unit(s) and/or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 8.04 of this Article.

SECTION 8.07. PERSONAL PROPERTY. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the entry walks, stairs, including stairs leading to the decks of the respective Units, or other common areas, except in such storage area as may be specifically designated for the respective Unit Owner by the Board of Directors. No clothing, rugs, sheets, blankets, or other laundry shall be hung or exposed from windows, porches, patios, decks or other common areas of the Property except when specifically approved by the Board of Directors.

SECTION 8.08. RIGHT OF ACCESS. A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his unit and threatening another Unit or a Common Element, or for the purpose of performing installations, additions, alterations or repairs to Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that, in non-emergency cases, requests

Second Supplemental Declaration

for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit owner is present at the time or not. The Unit owner shall furnish to the Association keys to all doors to facilitate emergency entry.

SECTION 8.09. PARKING. Parking Areas are set forth on the survey and plot plan attached to the Declaration as Exhibit A. The parking areas shall not be used for dead storage of vehicles, nor for the parking of trailers, boats, canoes, trucks (except for pickups and vans), campers, motor homes, motorcycles or off the road vehicles without the prior written approval of the Board of Directors. The Board of Directors may, in its discretion, assign specific parking spaces to the Unit Owners and change the assignment of such specific parking spaces from time to time. The Board of Directors shall also have the authority to limit the number of parking spaces used by a unit Owner and to remove any unauthorized vehicles.

SECTION 8.10. PETS. No animals shall be raised, bred or kept in any Unit, except those expressly authorized by the Board of Directors, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board of Directors, and further provided that they shall not in the judgment of the Board constitute a nuisance to others.

SECTION 8.11. RULES OF CONDUCT. In addition to the other provisions of these Bylaws, Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Directors. Copies of such Rules and

Second Supplemental Declaration

Regulations shall be furnished by the Board of Directors to each Unit owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Directors are annexed hereto and made a part hereof as Schedule "A".

ARTICLE IX - MISCELLANEOUS

SECTION 9.01. SEAL. The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 9.02. FISCAL YEAR. The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

SECTION 9.03. BANK ACCOUNTS. The Board of Directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 9.04. NOTICE. Whenever any notice or demand is required to be given by these Bylaws or the Declaration, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the

Second Supplemental Declaration

Association, and such notice shall be deemed given on the day of such mailing.

SECTION 9.05. WAIVER OF NOTICE. Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these Bylaws or the Declaration, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 9.06. CONFLICTS. These Bylaws are set forth to comply with the requirements of the Condominium Ownership Act. In case any of these Bylaws conflict with the provisions of said Act, or the Declaration recorded in the Office of the Judge of Probate of Madison County, the provisions of said Act or the Declaration, as the case may be, shall control.

ARTICLE X - AMENDMENTS

These Bylaws may be modified or amended by the vote of sixty-six and two-thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners in person or by proxy at any regular or special meeting of Unit Owners provided that notice of said meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium.

ARTICLE XI - CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so

Second Supplemental Declaration

requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

The foregoing were adopted as the Bylaws of Plantation South I Condominium, at the first meeting of the Board of Directors on June 16th, 1982.

/ signed _____/
Secretary

Section 8 :

FOURTH

SUPPLEMENTAL DECLARATION OF CONDOMINIUM

OF PLANTATION SOUTH I CONDOMINIUM

WHEREAS, Plantation South, Ltd., an Alabama limited partnership, herein called the "Developer", did heretofore on the 16th day of January, 1982, cause the Declaration of Condominium of Plantation South I Condominium to be filed with the Probate Judge of Madison County, Alabama, a same being filed in Condominium Record 1, Page 271;

WHEREAS, Article VI of said Declaration of Condominium provided that the Developer shall have the right to bring within the scheme of the Declaration additional properties provided that said additional phases were substantially in accordance with the final development plan for the Project approved by the Planning Commission of the City of Huntsville, Alabama, on March 24, 1982; and

WHEREAS, the Developer did heretofore on the 10th day of November, 1982, file a Supplemental Declaration of Condominium for Plantation South I Condominium in Condominium Record 1, Page 366, Probate Records of Madison County, Alabama, which subjected additional Units to the scheme of the Declaration; and

WHEREAS, other additional Units have been completed substantially in accordance with the plan for the Project and are ready to be submitted to the Declaration of Condominium.

NOW, THEREFORE, the Developer does hereby make, declare, and publish its intention and desire to submit and does hereby submit the real property described in Exhibit "A" attached

Fourth Supplemental Declaration

hereto to the scheme of the covenants and restrictions of the Declaration of Condominium of Plantation South I Condominium filed in Condominium Record 1, Page 271, Probate Records of Madison County, Alabama.

All terms used in this. Supplemental Declaration shall have the meaning assigned in the Declaration of Condominium.

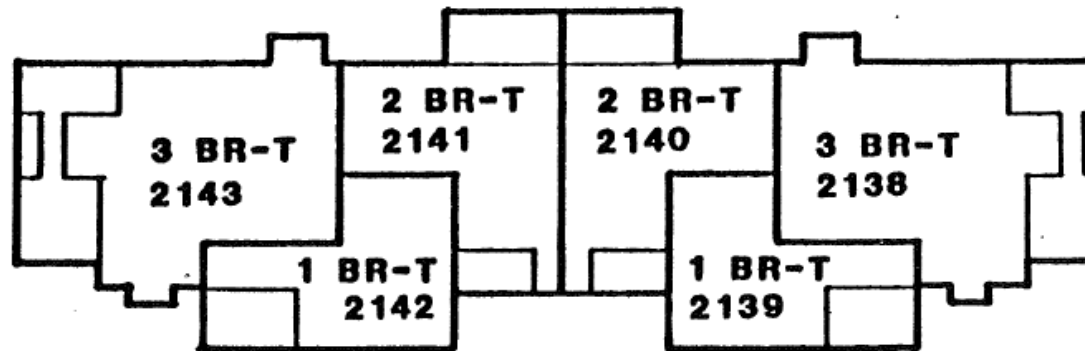
IN WITNESS WHEREOF, Plantation South, Ltd., has caused this instrument to be executed by its General Partner, Jerome .Averbuch, on this the 21st day of June, 1983.

PLANTATION SOUTH, LTD.

By: // signed Jerome Averbuch
Its General Manager

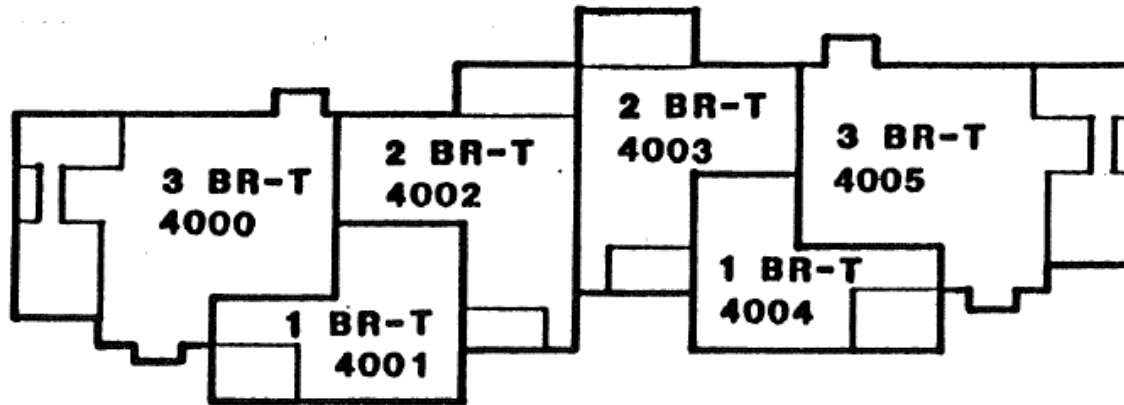
EXHIBIT "A" - Page 1





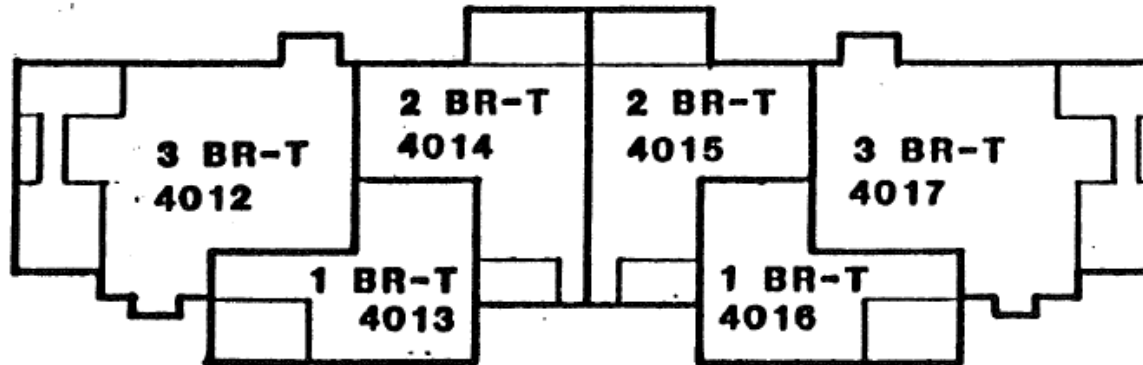
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



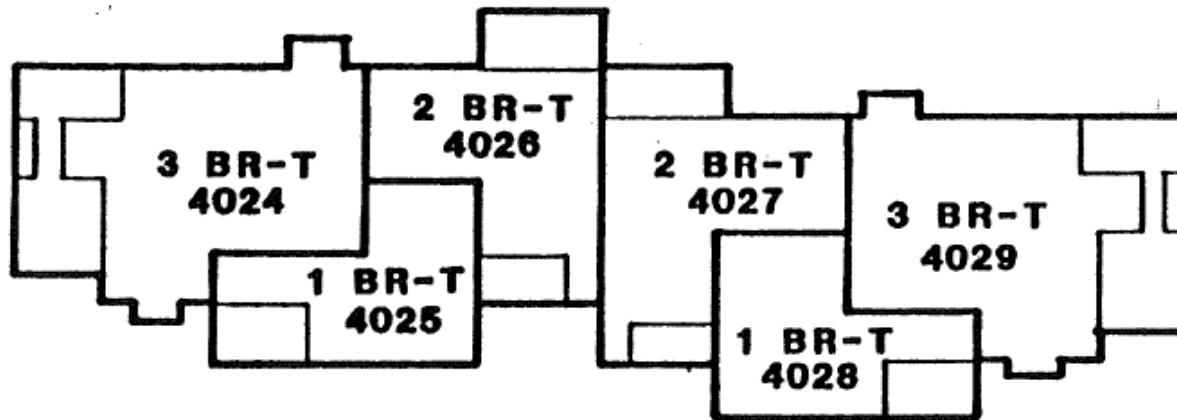
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



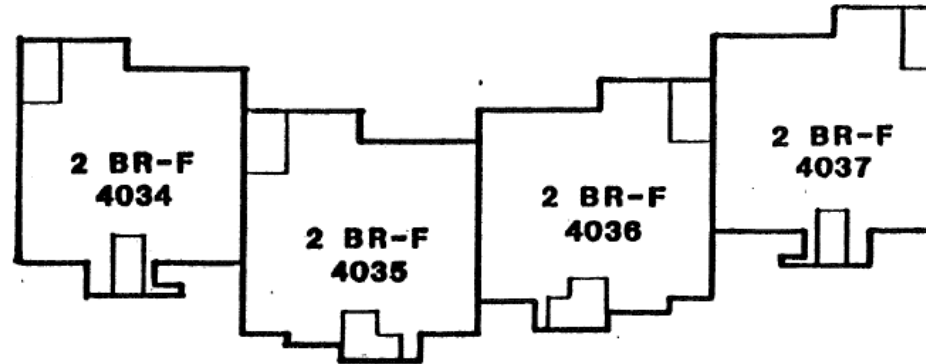
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**PLANTATION SOUTH 1
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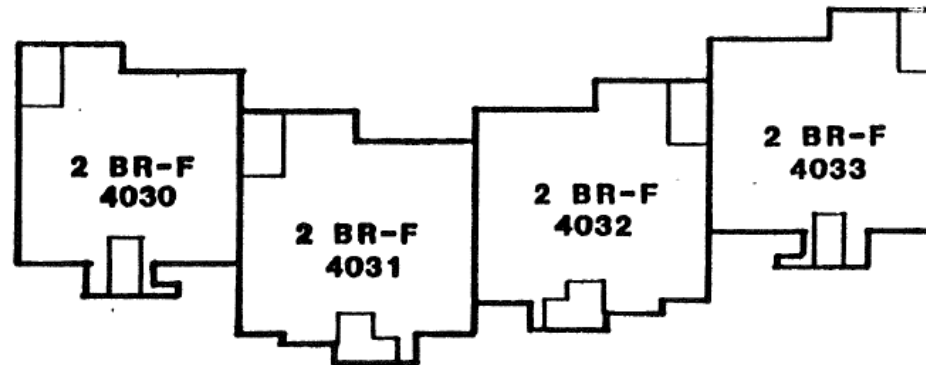


**BUILDING 5-A
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



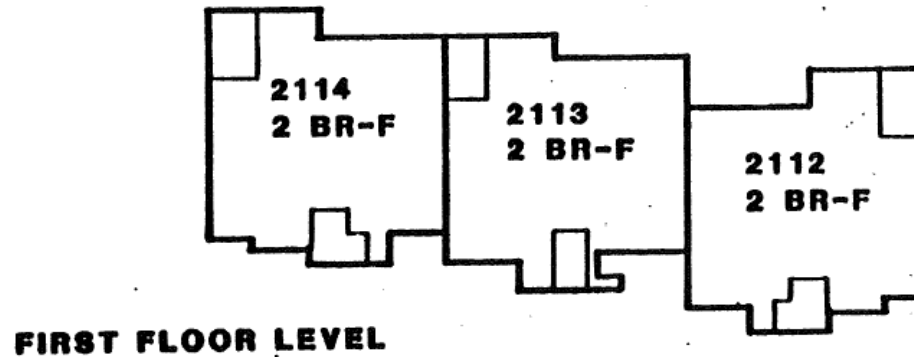
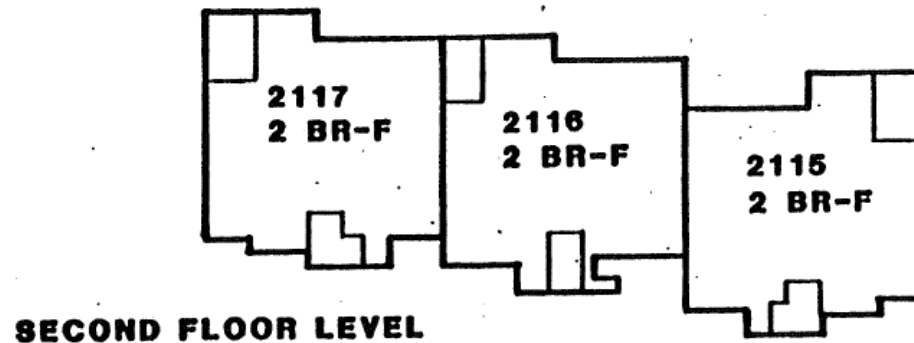
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FIRST FLOOR LEVEL

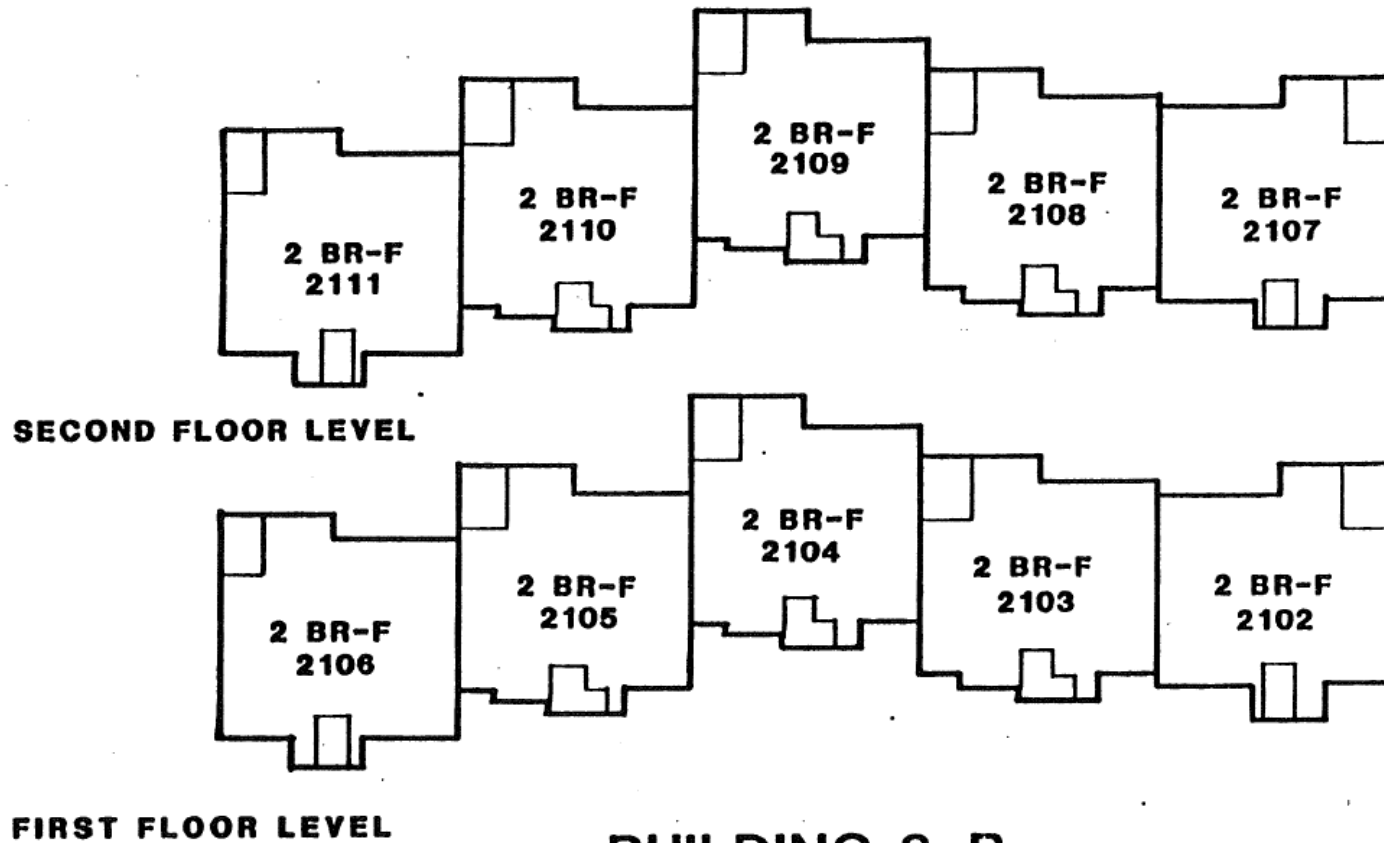
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



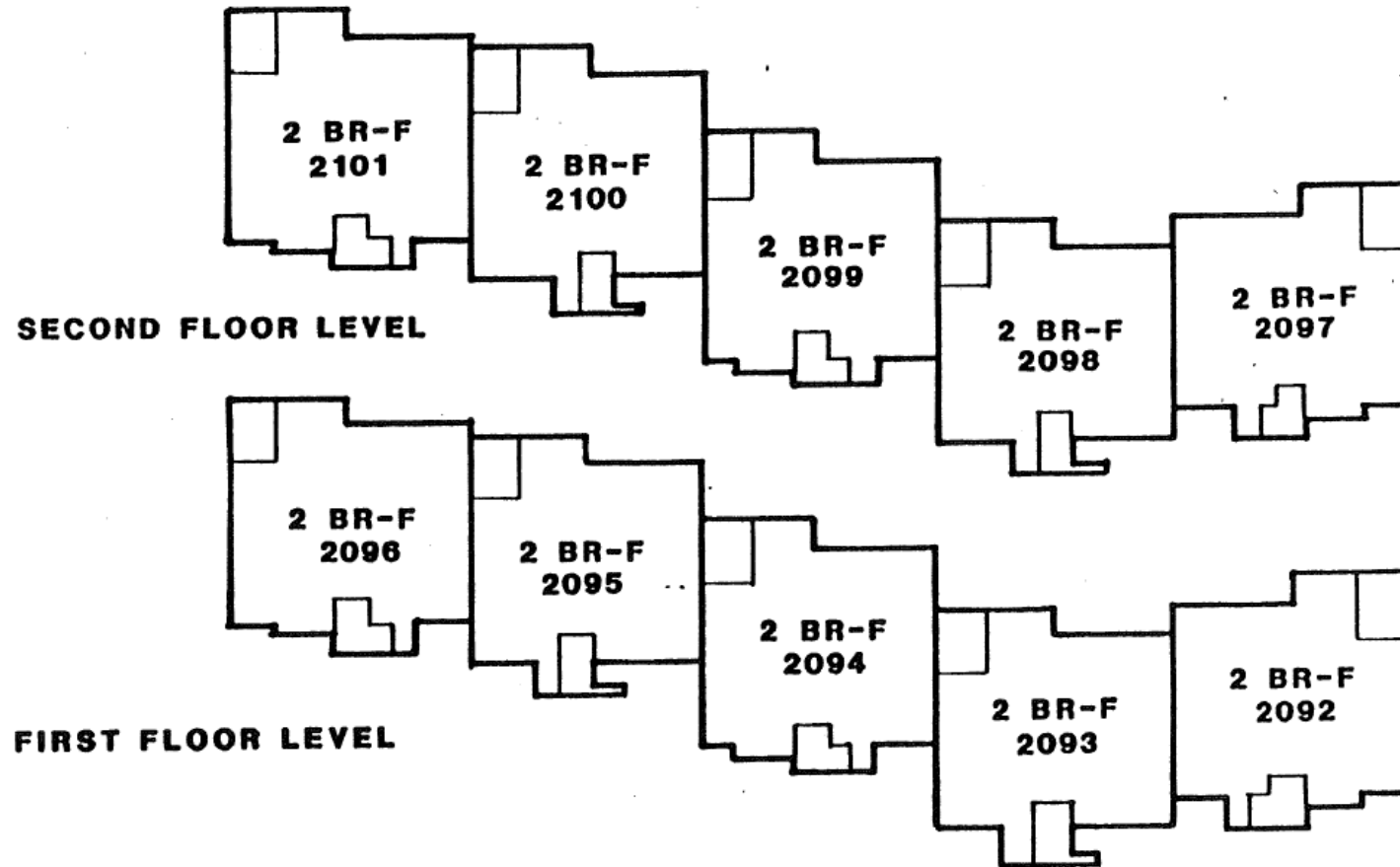
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



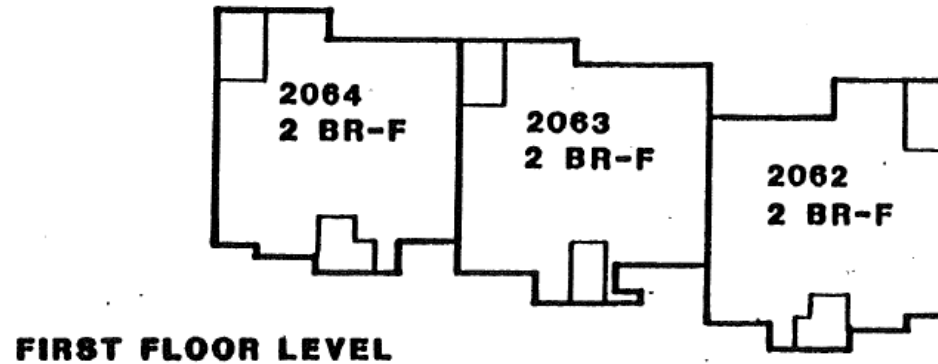
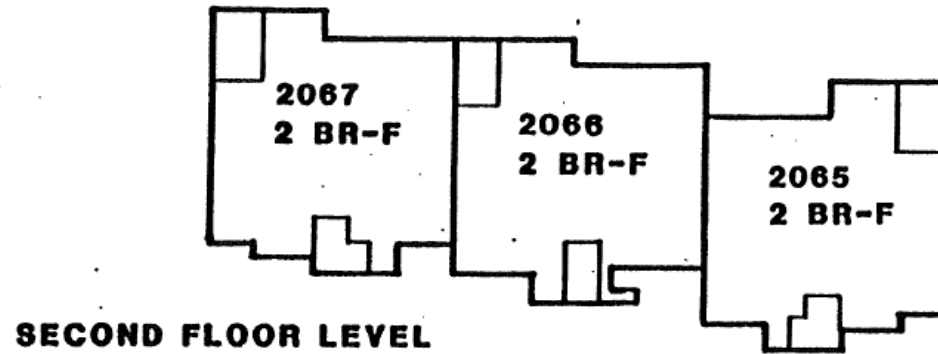
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



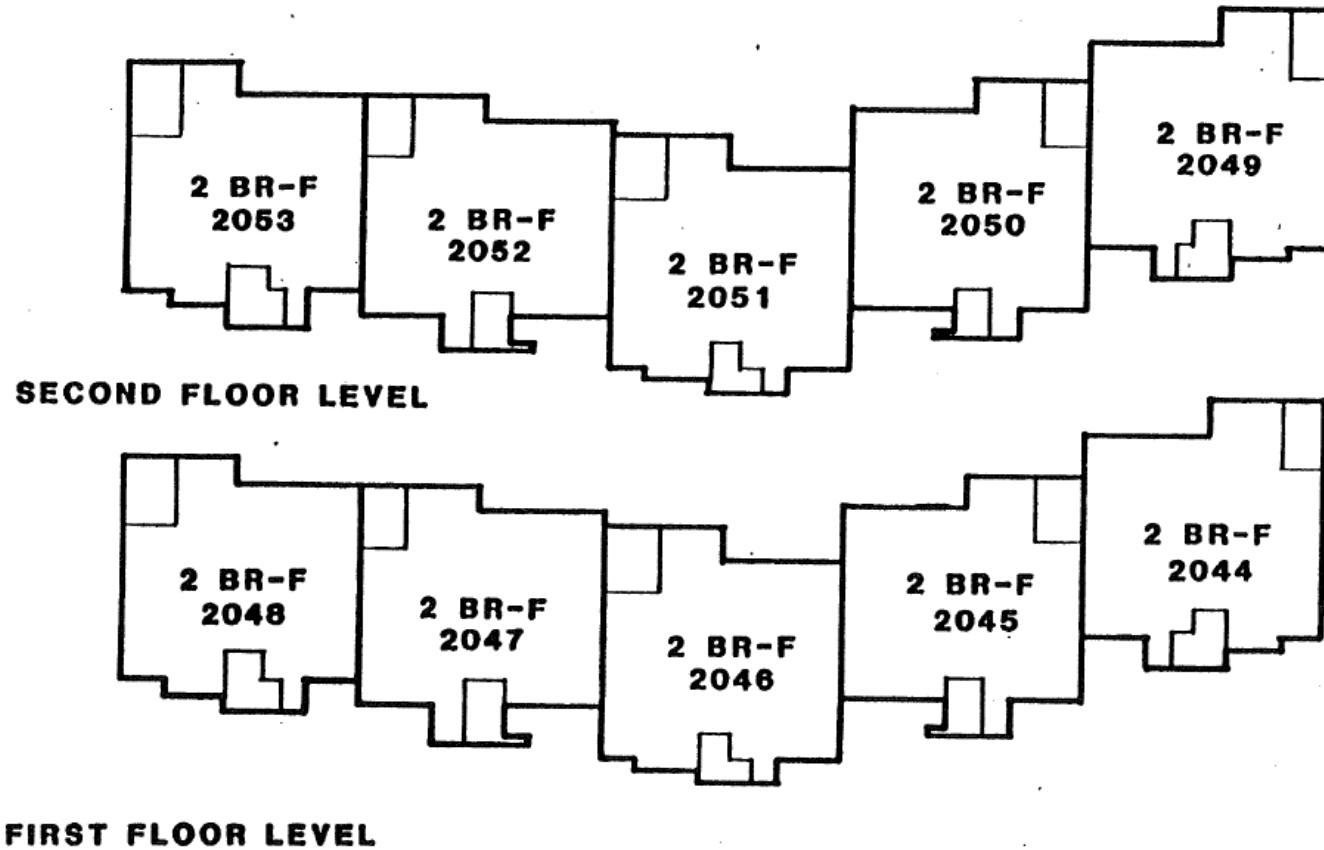
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UNIT NUMBERS
PLANTATION SOUTH 1
CONDOMINIUM**

EXHIBIT "A" PAGE 10



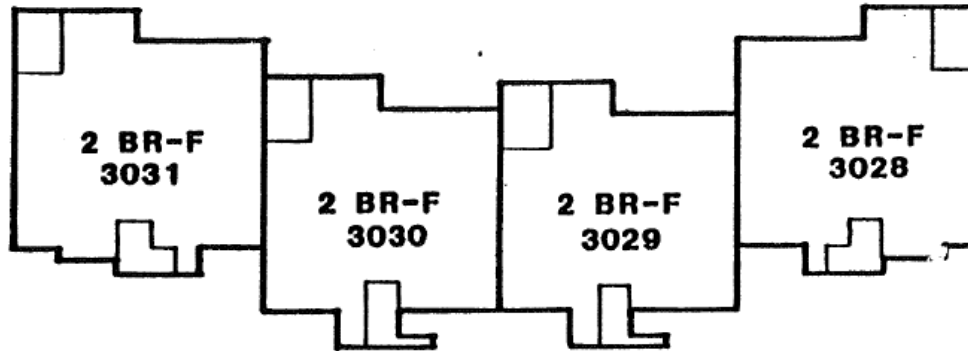
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UNIT NUMBERS

PLANTATION SOUTH 1
CONDOMINIUM

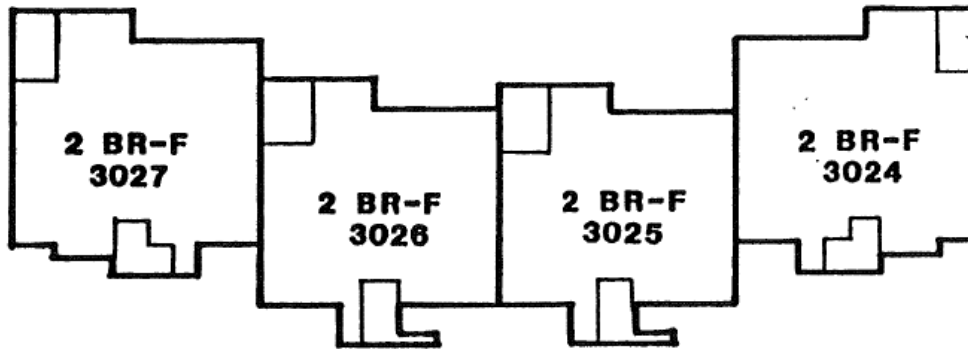


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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



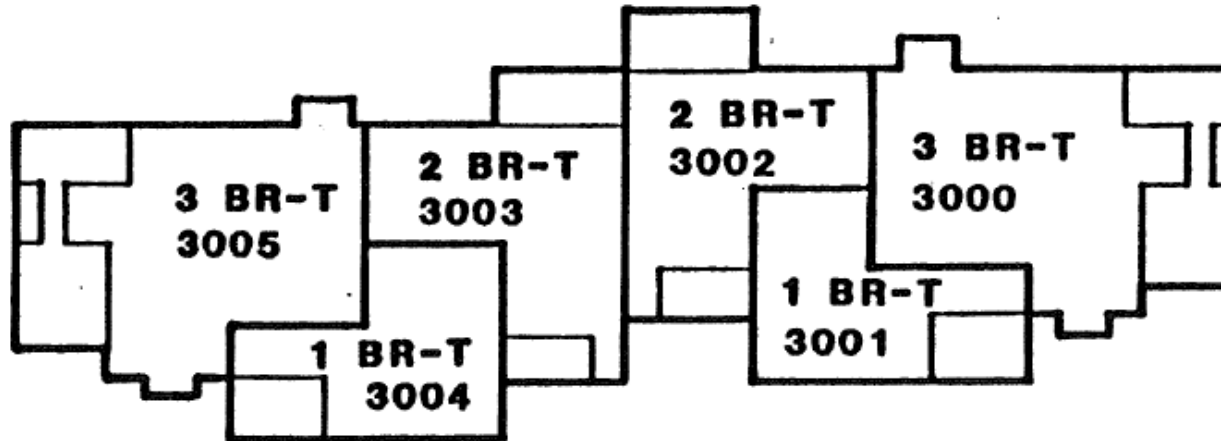
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FIRST FLOOR LEVEL

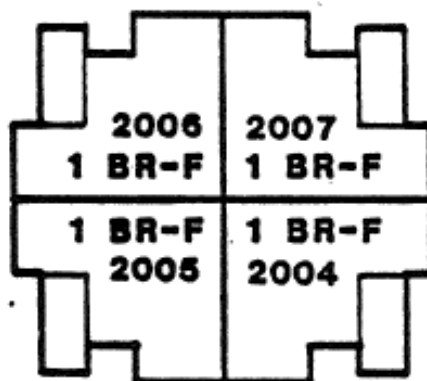
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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**

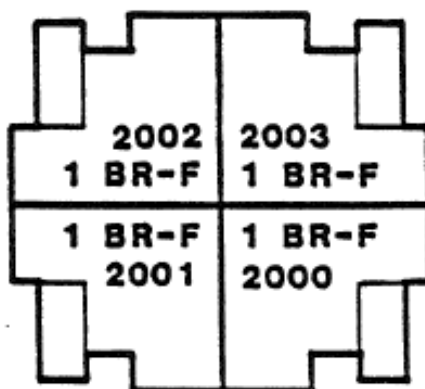


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UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



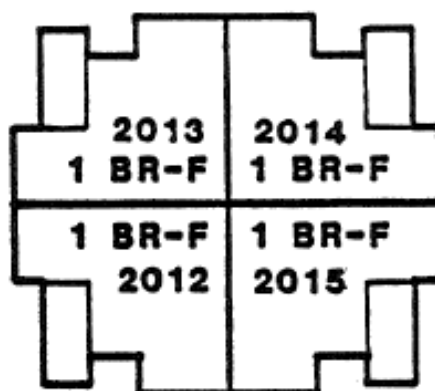
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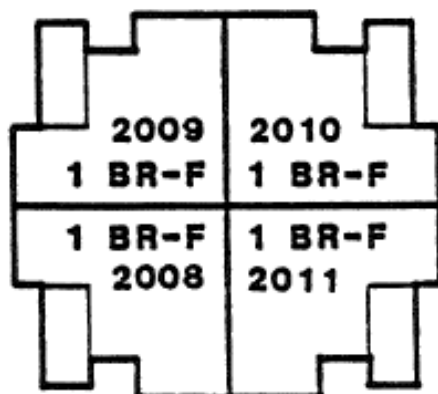
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**BUILDING 14-C
PLANTATION SOUTH 1
CONDOMINIUM**

EXHIBIT "A" PAGE 15

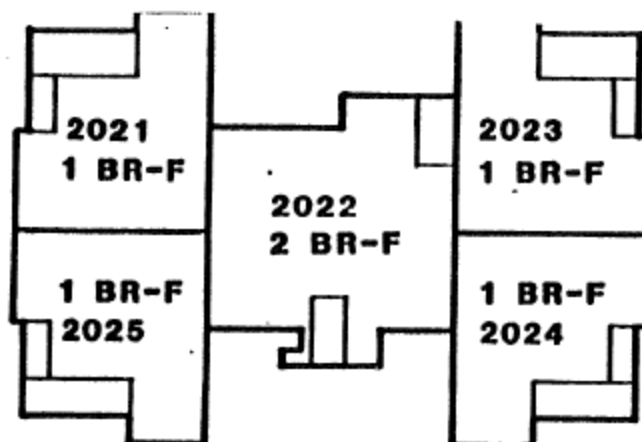


SECOND FLOOR LEVEL

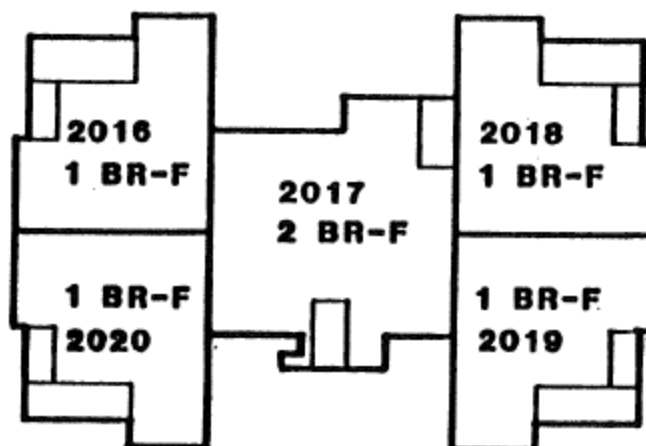


FIRST FLOOR LEVEL

**BUILDING 15-C
PLANTATION SOUTH 1
CONDOMINIUM**



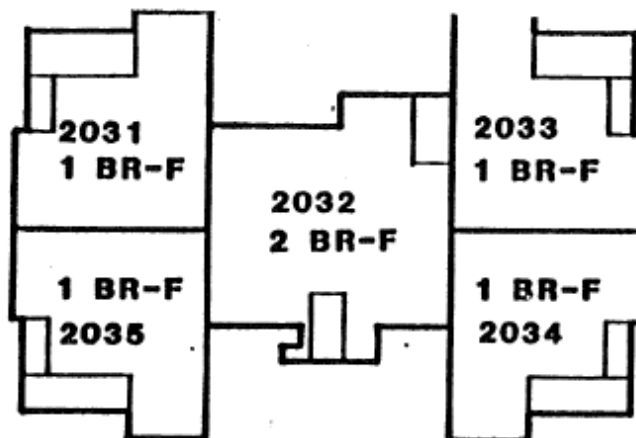
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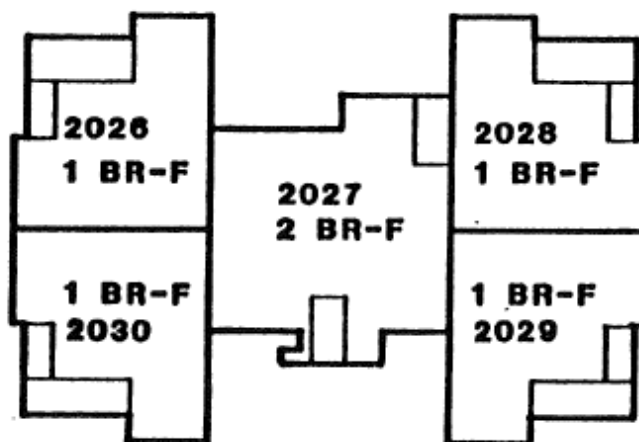
FIRST FLOOR LEVEL

**BUILDING 16-D
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



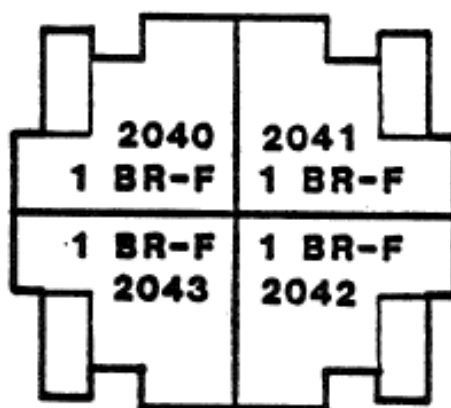
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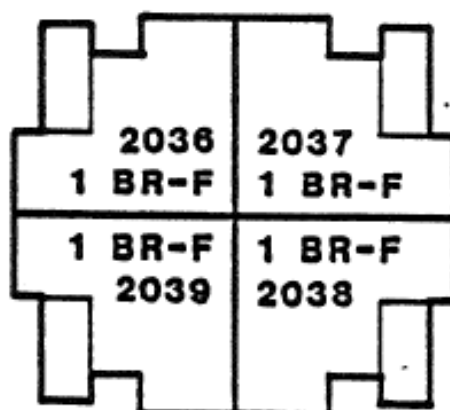
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**BUILDING 17-D
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**

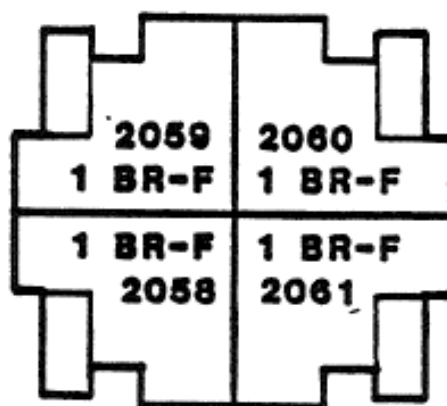


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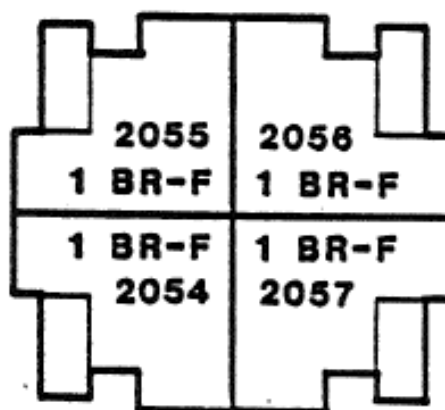


FIRST FLOOR LEVEL

**BUILDING 18-C
PLANTATION SOUTH 1
CONDOMINIUM**

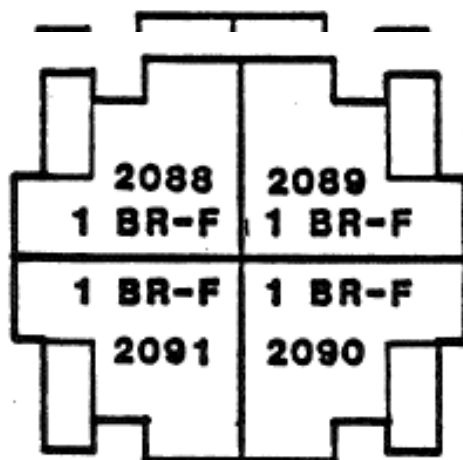


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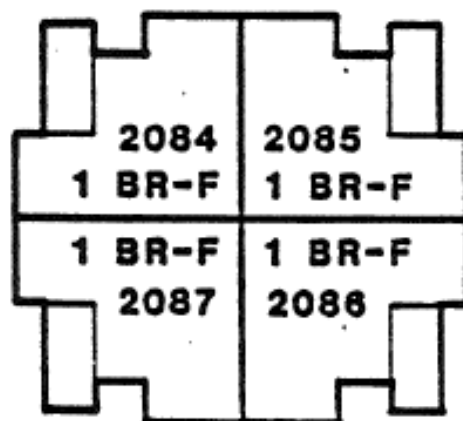


FIRST FLOOR LEVEL

**BUILDING 19-C
PLANTATION SOUTH 1
CONDOMINIUM**



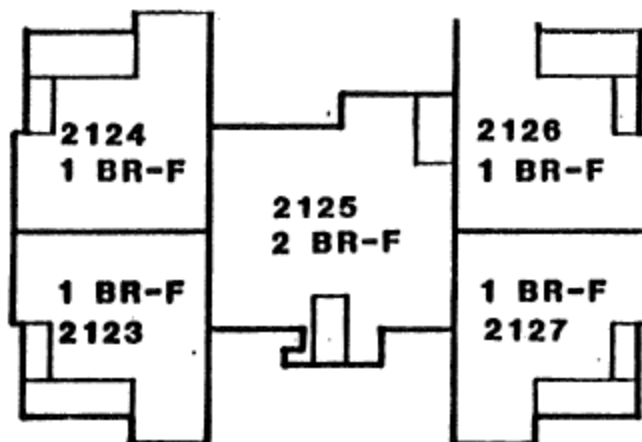
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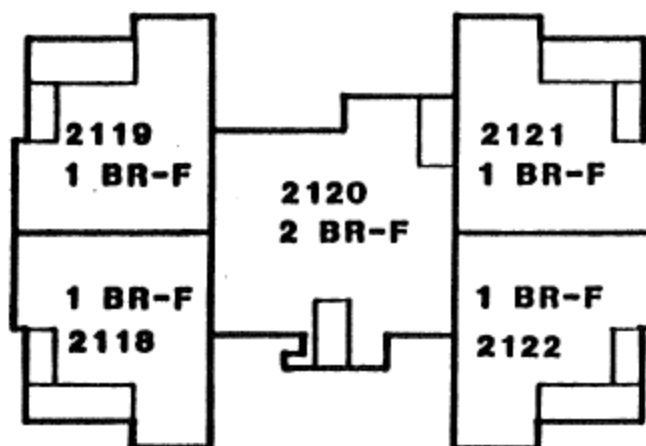
FIRST FLOOR LEVEL

BUILDING 22-C
PLANTATION SOUTH 1
CONDOMINIUM

Fourth Supplemental Declaration



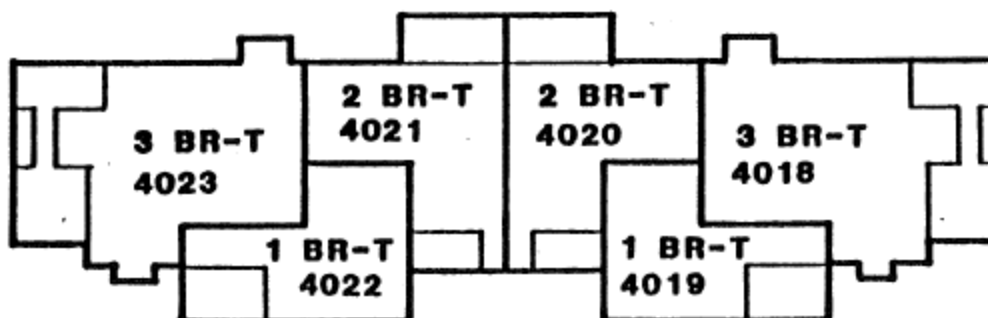
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FIRST FLOOR LEVEL

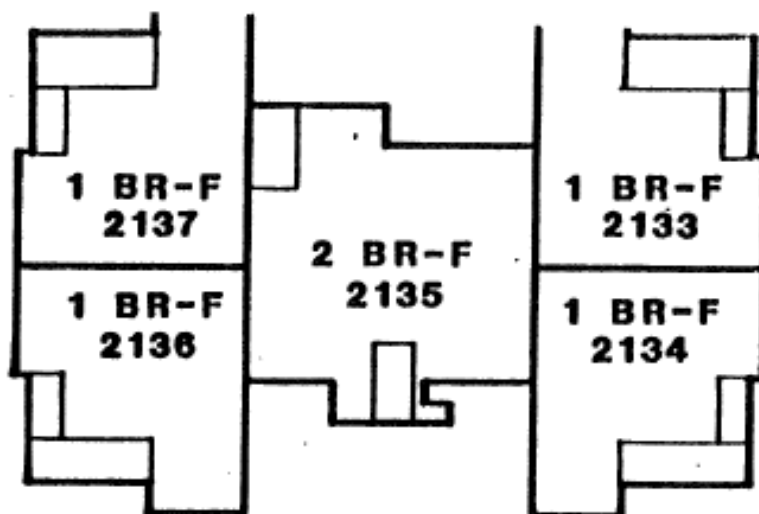
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CONDOMINIUM**

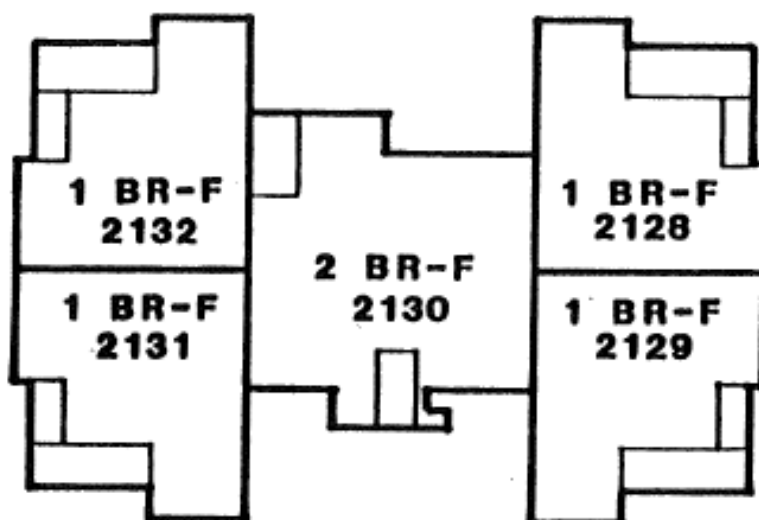


**BUILDING 24-A
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



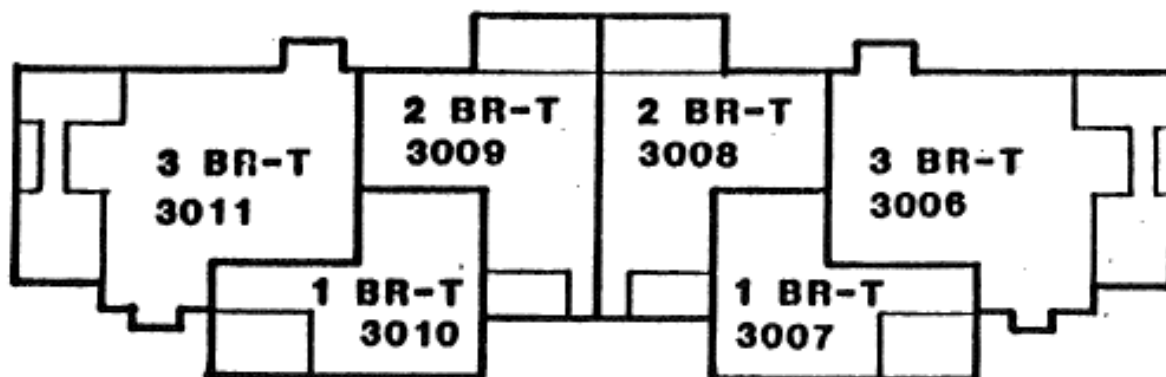
SECOND FLOOR LEVEL



FIRST FLOOR LEVEL

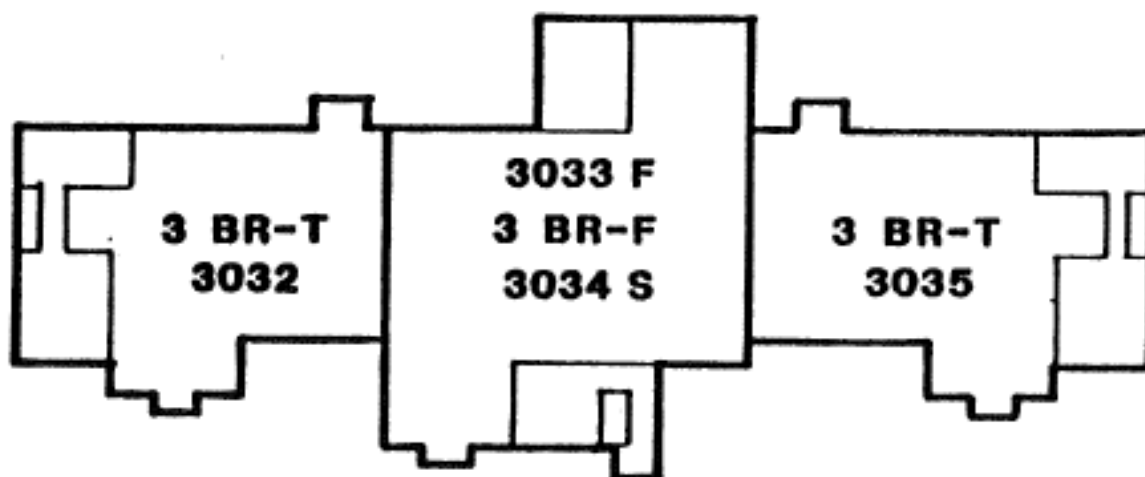
**BUILDING 25-D
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



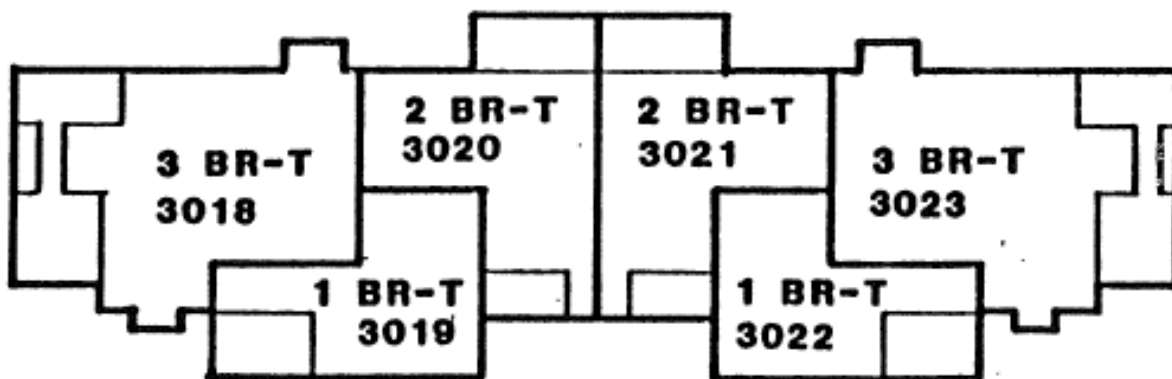
**BUILDING 26-A
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



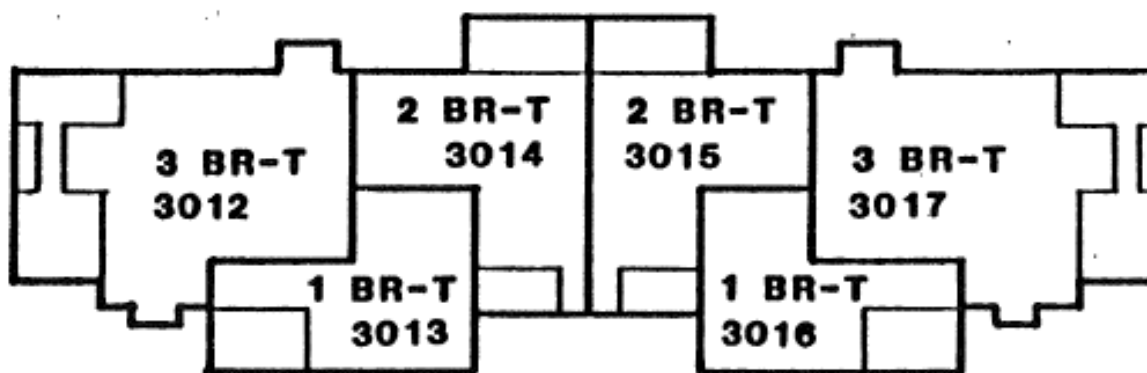
**BUILDING 27-E
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



**BUILDING 28-A
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**



**BUILDING 29-A
UNIT NUMBERS**

**PLANTATION SOUTH 1
CONDOMINIUM**

Deed of Easement

Deed of Easement

STATE OF ALABAMA)
MADISON COUNTY)

Section 9 :
DEED OF EASEMENT

This DEED OF EASEMENT made and entered into on this the
16th day of June, 1982, by PLANTATION SOUTH, LTD., an
Alabama limited partnership (hereinafter referred to as
"Grantor"), and PLANTATION SOUTH I CONDOMINIUM ASSOCIATION,
INC., an Alabama non-profit corporation (hereinafter referred to
as "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of and/or has the option to
purchase certain real property located in Sections 24, 25 and
26, Township 4 South, Range 1 West, in the City of Huntsville,
County of Madison, State of Alabama; and

WHEREAS, Grantor has on this date established a condominium
on a portion of the property by filing a Declaration of
Condominium for Plantation South I Condominium in the Probate
Office of Madison County, Alabama, which said Declaration is
filed in Condominium Record 1, Page 271, Probate Records
of Madison County, Alabama; and

WHEREAS, Grantor intends to establish additional
condominium regimes on all or a portion of the remaining
property; and

WHEREAS, it is desirable that all such condominium regimes
to be constructed on the property share a common entrance on the
Subject Property hereinafter described and also share drainage
and utility facilities; and

Deed of Easement

WHEREAS, it is intended that the easement hereinafter described be included within the Common Elements of Plantation South I Condominium as set forth in the Declaration of Condominium; and

WHEREAS, it is the further purpose and intent of this easement to induce the purchase of condominium units ("Units") at Plantation South I Condominium by affording Unit Owners thereof a means of ingress and egress across the Subject Property to and from other of the Common Elements to Byrd Springs Road; and

WHEREAS, the Subject Property includes certain other facilities which by this grant are to be made available for the use of the Unit Owners, their tenants, servants, visitors and licensees in common with all others having the like right at all times hereafter.

NOW, THEREFORE, in consideration of Ten and NO/100 (\$10.00) Dollars paid in hand, the receipt of which is hereby acknowledged, and in further consideration of the matters hereinabove set forth:

GRANT OF EASEMENT

Granter does hereby grant to the Grantee and to each and every present or future owner of a Condominium Unit at Plantation South I Condominium, a non-exclusive, perpetual easement for ingress and egress with the right to pass and repass over and along the following described property (hereinafter referred to as "Subject Property"):

The property described on Exhibit "A" attached hereto and made a part hereof by reference.

Deed of Easement

Said easement to constitute a Common Element of Plantation South I Condominium and to be for and on behalf of each and every present or future owner of a Condominium Unit at Plantation South I Condominium, their heirs, successors, and assigns. A further easement is herein granted to use the facilities herein described on the same basis as said facilities are now or hereafter made available to other condominium unit owners of condominiums constructed on the adjoining property, said easement and right-of-way to include the following:

1. Acceptance of Easement. The filing of record of the Declaration creating the Plantation South I Condominium and the subsequent purchase or repurchase of Units therein shall be deemed acceptance by Grantee of the easement herein granted on the further terms set forth below.

2. Term of Easement. The grant of easement and right-of-way shall be perpetual during the continued existence of Plantation South I Condominium.

3. Easement to Run With Land. The grant of easement and right-of-way shall be appertenant and run with the land and shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto.

4. Facilities. In addition to the right-of-way granted by this easement, Grantee shall also have an easement to use the following facilities included within the Subject Property in common and on the same basis as said facilities are now or hereafter made available to other unit owners of condominiums established on the adjoining real property:

- (a) The entranceway.
- (b) The kiosk.

Deed of Easement

(c) The landscaped areas.

(d) The brick entrance walls and walks.

The Granter hereby reserves unto itself the right, but not the sole obligation, to repair and maintain the facilities located on the Subject Property, all such expenses of maintenance to be shared in accordance with provisions of paragraph six (6) hereof.

5. Location of Right-of-Way. Granter reserves the right to specify the exact location of the private road running from the Common Elements of Plantation South I Condominium to Byrd Springs Road and further reserves the right to change the exact location from time to time. However, the Grantor agrees that it will, at all times, maintain an area for said easement. Further, Granter reserves the right to deed any portion of the subject property to the City of Huntsville for the purpose of establishing a public road and right-of-way from Byrd Springs Road to the Common Elements of Plantation South I Condominium and/or any other condominium regimes having the right to use the within granted easement.

6. Repairs and Maintenance; Cost Sharing. The repairs and maintenance to be undertaken and performed with regard to the Subject Property shall include, but not be limited to the repairing of all chuckholes in, and the resurfacing and repaving of the private road, the necessary maintenance and repair to the kiosk (including any directories) and brick entrance wall, sidewalks and sprinkler system, and the maintenance of any shrubs and grass on the landscaped areas, together with the cost of all ad valorem taxes and liability insurance maintained for the benefit of the Granter and Grantee. So long as the Unit Owners of the Grantee are the only beneficiaries of the within

Deed of Easement

granted easement, the sole cost and expense of maintenance of the items herein listed in this paragraph six (6) shall be borne by the Grantee and shall be deemed a Common Expense of the Unit Owners of Plantation South I Condominium. At such time as the use of the facilities herein described have been granted to other condominium associations, then each condominium association shall bear that portion of the expenses as the number of units in each condominium association bears to the total of all units in all such condominium associations having use of the facilities. Grantee agrees upon request from Grantor, upon presentment of satisfactory proof of payment, to reimburse Granter for its proportionate share of such expenses.

7. Enforcement. While this grant of easement is made for the benefit of all Unit Owners of Plantation South I Condominium, no individual owner shall have standing to bring suit to enforce this easement, said enforcement to be solely within the province of the Board of Directors of Plantation South I Condominium Association, Inc.

8. Use of Private Roads and Utility and Drainage Facilities Within Plantation South I Condominium. In the event that Granter should develop additional condominium regimes on the land adjoining Plantation South I Condominium and should the private roadways and utility and drainage facilities within those condominium regimes connect to the private roadways and utility and drainage facilities which are part of the common Elements of the Grantee, then the Grantee, for itself and on behalf of each and every present or future Unit Owner within Plantation South I Condominium, agrees that such owners of other condominium units in such other condominium regimes that may be established on the land adjoining Plantation South I

Deed of Easement

Condominium, shall have the full and free right for themselves, their tenants, servants, visitors and licensees in common with all others having the like right at all times hereafter, to pass and repass over and along all private roads and to tie on and use all utility and drainage facilities which are a part of the Common Elements of Plantation South I Condominium.

9. Joinder by Grantee. Plantation South I Condominium Association, Inc., hereby joins in this instrument to evidence its concurrence herewith and its agreement to abide by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and date first above written.

PLANTATION SOUTH, LTD., an Alabama
limited partnership

By: // signed Jerome Averbuch
Its General Manager

PLANTATION SOUTH I CONDOMINIUM
ASSOCIATION, INC., an Alabama
non-profit corporation

By: // signed Jerome Averbuch
Its President

Deed of Easement

EXHIBIT "A"

All that part of the north-east quarter of Section 25, Township 4 South, Range 1 West of the Huntsville Meridian, Madison County, Alabama.

Particularly described as beginning at a point on the northerly margin of a 50.00 foot wide right-of-way for Byrd Spring Road; said point of true beginning is further described' as being South 00 degrees 27 minutes West, 952.00 feet; South 89 degrees 31 minutes West, 593.70 feet; South 59 degrees 15 minutes West, 160.00 feet; North 89 degrees 32 minutes West, 25.00 feet; North 00 degrees 28 minutes East, 96.14 feet; North 89 degrees 32 minute West, 390.08 feet and South 00 degrees 28 minutes West, 559.14 feet from the north-east corner of Section 25, Township 4 South, Range 1 West.

Thence from the point of true beginning along the north margin of the right-of-way for Byrd Spring Road, South 54 degrees 00 minutes 37 seconds West, 140.70 feet to a point at the P. C. of a curve to the-right;

Thence continuing along the margin of said right-of-way around said curve, having a radius of 302.99 feet, with a chord, bearing and distance of South 69 degrees 15 minutes 07 seconds West, 159.31 feet to the P. T. of said curve;

Thence continuing along the margin of said right-of-way South 84 degrees 29 minutes 37 seconds West, 213.08 feet to the P. C. of a curve to the left;

Thence continuing along the margin of said right-of-way around said curve, having a radius of 660.31 feet with a chord, bearing and distance of South 79 degrees 59 minutes 37 seconds West, 103.61 feet to the P. T. of said curve;

Thence continuing along the margin of said right-of-way South 75 degrees 29 minutes 37 seconds West, 137.40 feet to a point;

Thence North 02 degrees 39 minutes 42 seconds East, 267.39 feet to a point;

Thence South 89 degrees 32 minutes East, 54.01 feet to a point on a curve to the right;

Thence around said curve to the right, having a radius of 170.55401 feet, with chord, bearing and distance of North 15 degrees 05 minutes 16 seconds East, 114.43 feet to a point

Deed of Easement

on said curve;

Thence North 0J degrees 56 minutes 11 seconds West, 24.75 feet to a point on a curve to the left;

Thence around said curve to the left, having a radius of 137.71067 feet, with a chord, bearing and distance of South 42 degrees 45 minutes 07 seconds East, 8.56 feet to the P. T. of said curve;

Thence South 44 degrees 32 minutes East, 56.08 feet to a point;

Thence South 69 degrees 04 minutes 03 seconds West, 13.67 feet to a point on a curve to the left;

Thence around said curve to the left, having a radius of 130.05401 feet, with a chord, bearing and distance of South 16 degrees 03 minutes 32 seconds West, 105.29 feet to a point;

Thence South 44 degrees 32 minutes East, 165.95 feet to a point;

Thence North 45 degrees 28 minutes East, 133.00 feet to a point on a curve to the left;

Thence around said curve to the left, having a radius of 253,18701 feet, with a chord, bearing and distance of North 84 degrees 25 minutes 40 seconds East, 205.65 feet to the P. T. of said curve;

Thence North 60 degrees 28 minutes East, 23.00 feet to the P. C. of a curve to the left;

Thence around said curve to the left, having a radius of 154.56406 feet, with a chord, bearing and distance of North 30 degrees 28 minutes East, 154.56 feet to the P. T. of said curve;

Thence North 00 degrees 28 minutes East, 25.00 feet to a point;

Thence South 89 degrees 32 minutes East, 96.81 feet to a point;

Thence South 00. degrees 28 minutes West, 229.73 feet to the point of true beginning and containing 3.398 acres more or less.

Summary of the Amendments

Section 10 : Summary of the Amendments

1. **First Amendment to the Bylaws**, of Plantation South I Condominium Association, Inc., Vol 1, Page 666-667, April 22, 1983.
 - a. Article II, Section 2.01 - inserts clause (3) in the first sentence.
 - b. Article V, Section 5.02 "the penultimate sentence is deleted and replaced with "The annual budget of shall provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis."
 - c. Article VI, Section 6.01 added a paragraph at the end of the section, "Any assessment lien is subordinate to any first mortgage lien, ..."
2. **Amendment Exhibit "A"**, prepared by Bill Price, Book 123, Pages 835-837, recorded in the Probate Office of Madison County on Jun 22, 1992.
 - a. Annual Meeting, February 11, 1988
 - i. Exhibit "A" Bylaws, Section 1.09 was amended
 - b. Annual Meeting, January 30, 1992
 - i. Exhibit "A" Bylaws
 1. Article II, Section 2.01(a) was amended
 2. Article II, Section 2.01(c) amended
 3. Article II, Section 2.02 amended
 4. Article II, Section 2.12 amended
 5. Article V, Section 5.02 amended
 6. Article VIII, Section 8.06 deleted in its entirety
 - ii. The Declaration of Condominium
 1. Article XXI Section 21.05 deleted in its entirety
 2. Article XXII deleted in its entirety
 3. Article XXIII deleted in its entirety
3. **Amendment to the Articles of Incorporation** of Plantation South I Condominium Association, Inc., prepared by Robert

Summary of the Amendments

E. Patterson, Book 129, Pages 969-971, recorded in the Probate Office of Madison County on Jun 28, 1993.

- i. Special Meeting of the shareholders, May 18, 1993
Articles of Incorporation
 - 1. Article VIII - Registered Agent was amended

- 4. **Amendment to the Articles of Incorporation** of Plantation South I Condominium Association, Inc., prepared by Robert E. Patterson, Book 137, Pages 306-308, recorded in the Probate Office of Madison County on Jun 28, 1994.

- i. Special Meeting of the shareholders, Jun 22, 1994
Articles of Incorporation
 - 1. Article XII was added

- 5. **Amendment to the Declaration of Condominium**, of Plantation South I Condominium Association, Inc., prepared by Robert E. Patterson, Vol 4, Page 291-292, 1994 Oct 28

- a. Special Meeting of the shareholders, Oct 11, 1994

- i. Declaration of Condominium
 - 1. Article XXVIII added article with 2 paragraphs

- 6. **Amendment to the Declaration of Condominium**, of Plantation South I Condominium Association, Inc., prepared by Robert E. Patterson, Book 155, Page 294, 1997 May 5

- a. Resolution No. 96-7-1, Oct 11, 1994

- i. Declaration of Condominium
 - 1. Article VI - Addition in Accordance with a General Plan of Development, deleted in its entirety.
 - 2. Article XII - Assessments. 12.07 - Subordination of Liens, deleted in its entirety.

Section 11 :
Amendments Filed with the
Probate Court of Madison County, Alabama

FIRST AMENDMENT TO THE BY-LAWS
OF
PLANTATION SOUTH I CONDOMINIUM

Pursuant to the power reserved to the Developer in Section 21.05 in the Declaration of Condominium of Plantation South I Condominium, filed in Condominium Record 1, Page 271, Probate Records of Madison County, Alabama, the Developer does hereby amend the By-laws of Plantation South I Condominium as follows:

1. By re-designating clause three (3) of the first sentence as clause four (4) and by inserting a new clause three (3) as follows:

"(3) The Board of Directors shall obtain fidelity bond coverage in an amount not less than 25% percent of the estimated annual operating expenses, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. Such fidelity bond coverage shall include but not be limited to employees of any professional management agent and name the association as obligee."

(Note: The foregoing amendment replaces the prior amendment to Section 2.11 of the By-laws which was effected by Supplemental Declaration of Condominium dated October 29, 1982.)

2. The penultimate sentence of Article V, Section 5.02 is hereby deleted and in lieu thereof the following sentence is substituted:

The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis.

3. By adding the following as an additional paragraph at the end of Article VI, Section 6.01: "Any assessment lien is subordinate to any first mortgage lien, including but not

Amendments Filed with the Probate Court of Madison County

limited to any Veterans Administration guaranteed mortgage. A lien for common expense charges and assessments shall not be affected by any sale or transfer of a unit except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for common expense charges and assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit from liability for, nor the unit sold or transferred from the lien of any common expense charges thereafter becoming due.

The foregoing was adopted as Amendment Number One of Plantation South I Condominium at a meeting of the Board of Directors on the 22nd of April 1983.

____// signed //_____
Secretary

AMENDMENT
EXHIBIT "A" TO ARTICLES OF INCORPORATION
BY-LAWS
OF
PLANTATION SOUTH I CONDOMINIUM

The Annual Meeting of Plantation South I Condominium Association, Inc., was duly held with a quorum present on February 11, 1988, 7:30 P.M., at 7500 Memorial Parkway, Huntsville, Alabama 35802. A majority of at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners of Plantation South, represented In person or by proxy, approved the following amendment to the By-Laws of Plantation South I Condominium Association, Inc.

Section 1.09 Quorum was amended to read:

"Unit Owners present or represented by proxy at a regular or called meeting of the Unit Owners shall constitute a quorum."

The Annual Meeting of Plantation South I Condominium Association, Inc., was duly held with a quorum present on January 30, 1992, 7:30 P.M., at 535 Monroe Street, Huntsville, Alabama 35801. A majority of at least sixty-six and two-thirds percent (66 2/3%) of the Unit Owners of Plantation South, represented in person or by proxy, approved the following amendments to the By-Laws of Plantation South I Condominium Association, Inc.

Article II, Section 2.01(a) was amended to read:

"(a) The first Board of Directors shall consist of three (3) members who shall be designated by the Developer. The number of Directors shall thereafter expand as hereinafter set out to ultimately consist of

six (6) members. Directors must be a Unit Owner at the time of election to the Board of Directors. Directors elected at the annual meeting of the Members shall be elected to serve for the term of three (3) years. One third (1/3) of the terms of the members of the Board of Directors elected by Unit Owners shall expire annually. In any event, however, such Director shall hold office until such time as his successor has been elected."

Article II, Section 2.01(b) was deleted in its entirety.

Article II, Section 2.01(c) was amended to read:
"(c) At the first annual Meeting of Unit Owners, held pursuant to Section 1.05 of the Bylaws, the Director designated Place One in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the second annual Meeting, the Director originally designated Place Two in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At the third annual Meeting, the Director originally designated Place Three in the Articles of Incorporation shall be replaced by two Directors elected by the Unit Owners. At each annual Meeting subsequent thereto, the two Directors whose term of office then expire shall be replaced by two Directors selected by the Unit Owners."

Article II, Section 2.02 was amended to read:
"Any Director may be removed, either with or without

cause, by an affirmative vote of sixty-six and two-thirds (66 2/3%) percent of the votes eligible to be cast by Unit Owners In person or by proxy at a meeting of Unit Owners duly held for such purpose."

Article II, Section 2.12 was amended to read:

"The members of the Board of Directors shall not be liable to the Unit Owners for any mistake of Judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. \The Unit Owners shall indemnify and hold harmless each of the members of the Board of Directors on behalf of the Condominium unless any such contract shall have been made In bad faith or contrary to the provisions of the Declaration or of these Bylaws. It Is Intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It Is also Intended that the liability of any Unit Owner arising out of any contract made by the Board of Directors or' out of the aforesaid Indemnity In favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his Interest In the Common Elements bears to the Interests of all the Unit Owners In the Common Elements."

Article V, Section 5.02 was amended to read:

"The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take Into account the estimated Common Expenses, and cash requirements for the year, Including salaries, wages, payroll taxes,

supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, Insurance, fuel, power and other expenses (as distinguished from Individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The Common Expenses shall be those expenses designated by the Board of Directors pursuant to these Bylaws and the Declaration. The Common Expenses may also Include such amounts as may be required for the purchase or lease by the Board of Directors, on behalf of the Association, of any Unit which Is to be sold at a foreclosure or other Judicial sale. The annual budget may provide for an adequate reserve fund for maintenance, repairs and replacement. of those Common Elements that must be replaced on a periodic basis. To the extent that the assessments and other cash Income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. Within 30 days alter adoption of any proposed Total Annual Budget for the condominium, the Board shall provide a copy of the budget to all the unit 'Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than 14 nor more than 30 days after delivery or mailing of the budget to the Unit Owners. Unless at that meeting a majority of all of the Unit Owners present in person or by proxy or any larger vote specified In the declaration reject the budget, the budget Is ratified,

whether or not a quorum Is present. In the event the ,
proposed budget Is rejected, the previous year's
budget shall be continued until such time as the Unit
Owners ratify a subsequent budget proposed by the
Board."

Article VIII, Section 8.06 was deleted In Its
Entirety.

THE DECLARATION OF CONDOMINIUM; ARTICLE XXI, Section
21.05 was deleted in its entirety.

THE DECLARATION OF CONDOMINIUM, ARTICLE XXII was
deleted It Its entirety.

ARTICLE XXIII was deleted It Its entirety.

Amendments Filed with the Probate Court of Madison County

OFFICE OF THE PROBATE JUDGE, MADISON COUNTY, ALABAMA
CERTIFICATE OF AMENDMENT
OF
Plantation South I Condominium Association, Inc.

The undersigned, as Judge of Probate of Madison County, Alabama, hereby certifies that Articles of Amendment to the, Articles of Incorporation of Plantation South I Condominium Association duly signed and verified pursuant to the provisions of the Alabama Business Corporation Act, have been received in this office and are found to conform to law. (And if the articles of amendment change the name of the corporation, that the amended name is now reserved with the Secretary of State under Reservation No. _____.)

ACCORDINGLY the undersigned as such Judge of Probate and by virtue of the authority vested in me by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of Plantation South I Condominium Association, Inc. and attaches hereto a certified copy of the Articles of Amendment.

Dated June 22, 1992

// signed //

Judge of Probate

Amendments Filed with the Probate Court of Madison County

Amendments Filed with the Probate Court of Madison County

STATE OF ALABAMA
COUNTY OF MADISON

IN THE PROBATE COURT
OF MADISON COUNTY

AMENDMENT TO THE ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, desiring to amend the Articles of Incorporation of Plantation South I Condominium Association, Inc. pursuant to Section 10-2A-111, et seq., Code of Alabama, do hereby certify as follows:

1. The name of the Corporation is Plantation South I Condominium Association, Inc.

2. The amendment adopted by the proper vote of the shareholders of the Corporation, after proper notice, was to amend ARTICLE VIII-REGISTERED AGENT: as follows:

ARTICLE VIII-REGISTERED AGENT - The address of the Corporation's registered office and the name of it's registered agent for service of process at such office shall be: Roena Lea Church, 3016 Live Oak Lane, SW, Huntsville, AL 35802

3. The adoption of the amendment by the shareholders of the Corporation occurred at a special meeting duly called on May 18, 1993.

4. At the time of said meeting the number of shares of the Corporation outstanding was two hundred eighteen (218) and the numbers of shares entitled to vote on the amendment was fifty one (51).

5. The number of shares that voted for the amendment was fifty (50) and the number against said amendment was one (1).

IN WITNESS WHEREOF, the undersigned officers have executed this amendment to the Articles of Incorporation on this 12th day June 1993.

Amendments Filed with the Probate Court of Madison County

// signed //
President, Plantation South I

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
PLANTATION SOUTH I CONDOMINIUM, INC.

Pursuant to the provisions of Section 10-2A-113 of the Code of Alabama, the undersigned corporation adopts an amendment to its Articles of Incorporation by adding the followings:

1. The name of the corporation is PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC.

2. The amendment adopted by the proper vote of the shareholders of the Corporation, after proper notice, was to add ARTICLE XII as follows:

"ARTICLE XII - Notwithstanding anything contained herein, nor anything contained in the Articles of Incorporation, as previously amended, Declaration of Condominium, By-Laws of the Corporation, or otherwise, the Corporation shall have the power, upon majority vote of the Board of Directors, to borrow funds and monies and incur indebtedness by promissory note, mortgage, or otherwise, and pledge, promise, or agree that the dues, assessments or other funds of the corporation may be used to satisfy, pay or extinguish any such debt, note or mortgage.

The limit of this loan shall be one hundred thousand dollars (\$100,000.00) with a five year payback term. The monthly dues increase shall not exceed 10% for payback of this loan. Any future borrowing shall be approved at a called Unit Owners meeting with a specified amount, payback term and repayment source."

3. The adoption of the amendment by the shareholder of the Corporation occurred at a special meeting duly called on June 22, 1994.

4. At the time of said meeting the number of shares of

Amendments Filed with the Probate Court of Madison County

the Corporation outstanding was two hundred eighteen (218) and the number of shares entitled to vote on the amendment was 94.

5. The number of shares for such an amendment was 66 and the number of shares against such an amendment was 28.

This 22nd day of June, 1994.

Plantation South I Condominium,
Association, Inc.

// signed //

By is President

And:

its Secretary

// signed //

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
PLANTATION SOUTH I CONDOMINIUM, INC.

This Amendment made this 19th day of October, 1994 by Plantation South I Condominium Association, Inc., for itself and its respective successors, grantees, and assigns, pursuant to the Condominium Ownership Act of Alabama, Code of Alabama, 1975, Section 35-8-1, et seq., for the purpose of amending the Declaration of Condominium of Plantation South I Condominium, as recorded in the Probate Court of Madison County, Alabama.

On the 11th day of October 1994, by proxy vote of the members of the Association, the Declaration of Condominium of Plantation South I condominium was amended, after proper notice and upon a vote of the requisite number of members of the Association and approval by the Board of Directors of the Association, by adding Article XXVIII, as follows:

ARTICLE XXVIII as follows:

"ARTICLE XXVIII - Notwithstanding anything contained herein, nor anything contained in the Articles of Incorporation, as previously amended, Declaration of Condominium, By-Laws of the Corporation, or otherwise, the Corporation shall have the power, upon majority vote of the Board of Directors, to borrow funds and monies and incur indebtedness by promissory note, mortgage, or otherwise, and pledge, promise, or agree that the dues, assessments or other funds of the corporation may be used to satisfy, pay or extinguish any such debt, note or mortgage.

The limit of this loan shall be one hundred thousand dollars (\$100,000.00) with a five year payback term. The monthly dues increase shall not exceed 10% for payback of this loan. Any future borrowing shall be approved at a called Unit Owners meeting with a specified amount, payback term and repayment source."

Amendments Filed with the Probate Court of Madison County

I hereby certify that this amendment was duly adopted on October 11, 1994, according to Article XXI-AMENDMENT of the Declaration of Condominium of Plantation South I Condominium, as recorded in the Probate Court of Madison County, Alabama.

// signed //
Cortes Perry, President
Plantation South I Condominium,
Association, Inc.

BOARD OF DIRECTORS
OF
PLANTATION SOUTH I CONDOMINIUM ASSOCIATION, INC.
RESOLUTION NO. 96-7-1

WHEREAS, the Board of Directors of Plantation South I Condominium Association, Inc., has studied the Articles of Incorporation, the Bylaws and the Declaration of Condominium of the Association and deem it necessary to change the following Articles for the good of the Association:

In the Declaration of Condominium,

PRESENT WORDING:

Article VI - ADDITIONS IN ACCORDANCE WITH A GENERAL PLAN OF DEVELOPMENT

The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future expansions of the development known as "Plantation South I Condominium" in accordance with a general plan of development for Plantation South I Condominium prepared prior to the sale of any Unit.

... continued through the last sentence of the Article.

CHANGE TO:

Delete Article VI in its entirety.

PRESENT WORDING:

Article XII - ASSESSMENTS

12.07 SUBORDINATION OF LIENS. Any institutional mortgage which comes into possession of a Unit pursuant to the remedies of ??????? mortgage, foreclosure of the mortgage or deed in lieu of ?????, shall take the property free of any claim for unpaid assessment of charges of the Association against the mortgaged Unit which accrue prior to the time such institutional mortgagee comes into possession of the Unit (except for claims for a pro

Amendments Filed with the Probate Court of Madison County

rata share of any tax or special assessment as provided for in this Declaration of Condominium).

CHANGE TO:

Delete Article XII, Section.12.07 in its entirety.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors that the above changes are adopted by the Board and recommended for adoption by a proxy vote of the members of the Association.

UNANIMOUSLY APPROVED by the Board of Directors and adopted this 8th day of July 1996.

// signed //
Cortes Perry, President