

017916

DECLARATION OF CONDOMINIUM OF

BLUFF VIEW CONDOMINIUM

This Declaration is made and entered into this 17th day of September, 1996, by ANTHONY L. McDOUGLE, hereinafter referred to as the "Declarant," for its successors, grantees, and assigns, for the purpose of creating a condominium and establishing certain easements, covenants, and restrictions to run with the land.

The Declarant is the owner of certain real estate described in Article IV below, and located in the County of Lauderdale, State of Alabama, hereinafter referred to as the "Parcel."

The Declarant intends to and does hereby submit the Parcel together with all buildings, structures, improvements, and other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the 35-8A-201(a) Code of Alabama.

The Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Parcel or any part thereof, a condominium form of ownership; and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring an interest in the Parcel shall hold that interest subject to certain rights, easements, and privileges in the Parcel, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance of the property, as hereinafter set forth.

VOL 1 PAGE 1

128 50

NOW THEREFORE, the Declarant, as the owner of the Parcel, and for the purposes above set forth, declares as follows:

ARTICLE I.

DEFINITIONS

The terms used herein [and in Exhibits attached hereto] shall have the meaning specified in the Act, and as follows, unless the context otherwise requires:

1. "Act" means the § 35-8A-201 (Alabama Uniform Condominium Act.)
2. "Articles" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Lauderdale, Alabama.
3. "Assessment" means a proportionate share of the funds required for the payment of the Common Expenses and Limited Common Expenses, which from time to time may be levied against each Unit Owner.
4. "Association" means BLUFF VIEW CONDOMINIUM ASSOCIATION, INC. an Alabama ~~non-profit~~ ^{Limited Liability} Corporation, and its successors, that is the entity responsible for the administration and management of the Condominium.
OK
5. "Board" means the Board of directors of the Association.
6. "Buildings" means all structures or structural improvements located on the Parcel and forming part of the Condominium.

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

8. **"Common Elements"** means any part of the Condominium Property, except the Units, as set forth and defined in Paragraph 4. ~~2~~ of this Declaration, in which all of the Unit Owners have an undivided interest.

9. **"Common Expenses"** means the expenses arising out of the ownership of the Common Elements, including expenses incurred in the maintenance, administration, improvement, and repair of the Common Elements, whether incurred or estimated by the Board, for which the unit Owners are liable to the Association in accordance with the terms of the Condominium Documents;

10. **"Common Surplus"** means the excess of all receipts of the Association over the amount of the Common Expenses;

11. **"Condominium"** means the **BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.**, and consists of the Condominium Property submitted to the condominium form of ownership by this Declaration;

12. **"Condominium Documents"** means the Declaration Bylaws, Articles, and all exhibits attached thereto as the same may be amended from time to time;

13. **"Condominium Property" or "Property"** means all property covered by the Declaration, and includes the Land and all improvements now existing or hereafter placed thereon, all easements, rights, interests and appurtenances thereto, and all personal property now or hereafter used in connection therewith;

14. "Declaration" means this Declaration as it may be amended from time to time;

15. "Declarant" means Anthony L. McDougle and his heirs, successors and assigns.

16. "Institutional Mortgagee" means a bank, a savings and loan association, an insurance company, a FHA-approved mortgage lender, a pension fund, a credit union, a real estate or mortgage investment trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a mortgage banker or any other lender generally recognized in the community as an institutional type of lender or its loan correspondent, or the Declarant, holding a Mortgage on one or more individual Units.

17. "Limited Common Elements" means the part or parts of the Condominium Property as set forth in Paragraph 4.05 of this Declaration, in which more than one, but not all of the Unit Owners have an undivided interest.

18. "Member" means a member of the Association, membership in which is confined to persons holding fee ownership in a Unit.

19. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

20. "Plans" means the building plans and floor plans, prepared by WILLIAM R. McALPINE, which depict the layout and floor plans and dimensions of the Units and the Limited Common Areas identified as the **BLUFF VIEW CONDOMINIUMS** that are attached hereto as Exhibit "A", and by this reference made a part hereof.

→ 21. "Plat" means the site map, plans, and sections prepared by ALEXANDER'S MAPS & SURVEYS, which depict the location, layout, identifying numbers of the Units, and the Common Areas, identified as the **BLUFF VIEW CONDOMINIUMS** that are recorded in Plat Book 6, page 229, Probate Office of Lauderdale County.

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

23. "Unit" means a part of the property designed and intended for any type of independent use and consisting of one or more rooms situated on one or more floors of the Buildings or a part or parts thereof, so specified as a Unit on the Plan. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plan, but shall not include the boundaries of the Unit, that are as follows:

23.A. Upper and Lower Boundaries. The upper and lower boundaries extended to their planar intersections with the perimetrical boundaries of the Unit as follows:

- i) Upper Boundary-the horizontal plane of the unfinished lower interior surface of the ceiling.
- ii) Lower Boundary-horizontal plane of the unfinished lower interior surface of the floor.

23.B. Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the vertical planes of the exterior surfaces of exterior windows and glass

doors bounding a Unit and the unfinished interior surfaces of the walls and entry doors bounding the unit, excluding paint, wallpaper and like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures; ~~provided, However, that~~ ^{load} no bearing walls and ^{load} bearing columns of the Buildings in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, and public utility lines situated within such Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of the Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

24. "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple

ownership of a Unit and of the attached undivided interest in the Common Elements.

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

ARTICLE II.

SUBMISSION OF PROPERTY TO ACT

By this Declaration, the Declarant hereby submits the Parcel and the Property to the provisions of the Act. *The ^{real} property is described on Exhibit "A" attached*

ARTICLE III.

NAME AND ADDRESS

→ The name of the Condominium is BLUFF VIEW CONDOMINIUMS The Condominium is located at Route 2, Box 481, G1-G14, Killen, Alabama 35645, (911 address: 100 Riverview Way, Unit G1-G14) in the County of Lauderdale, State of Alabama.

ARTICLE IV.

DESCRIPTION OF PROPERTY

Land

1. The following property is hereby submitted to the condominium form of ownership:

"SEE ATTACHED EXHIBIT "A 1" and "A 2", MARKED "BLUFF VIEW CONDOMINIUMS" and PLAT BOOK 6, PAGE 229, OFFICE OF JUDGE OF PROBATE FOR LAUDERDALE COUNTY, ALABAMA.

Improvements

2. The Developer has constructed and has submitted to the condominium form of ownership of ~~Two (2)~~ ^{one (1)} buildings consisting of ~~three (3)~~ ^{eight (8)} Units each with sewage and improved parking areas.

Units

3. Each Unit is assigned a number or letter or a combination thereof, which is indicated on the Plans made Exhibit "C" hereto, so that no Unit bears the same designation as any other Unit. The legal description of each Unit shall consist of the identifying number or letter as shown on the Plat, the name of the Condominium, the name of the county in which the Parcel is situated, the name of the office in which this Declaration is recorded, and the deed book and page number where the first page of this Declaration is recorded.

Common Elements

4. The Common Elements shall include the common areas and facilities located substantially as shown on the Plans. Such Common Elements will include the following, unless specifically included within a Unit:

~~4.A.~~ ^{4.01} The Land described ^{on Exhibit "A" attached} ~~in Article IV, paragraph 1, hereof.~~

4.A.(1) The foundations and footings, exterior walls, roofs, girders, beams, supports, stairs and stairways, porches, decks, patios, entry walks, and entry porches of any Building.

4.02

~~4.A.~~(2) The yard, streets, walkways, parking areas, garage areas, recreational areas, and landscaping.

4.03

~~4.A.~~(3) The yard, streets, walkways, parking areas, garage areas, recreational areas, and landscaping.

4.04

~~4.A.~~(4) The mechanical systems and installations providing service to any Buildings, or to any Unit, such as electrical power, gas, light, hot and cold water, heating and air conditioning, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables wires and other apparatus and installations in connection therewith.

4.05

~~4.A.~~(5) All maintenance facilities, water storage tanks, pumps, outdoor lighting, and the like.

4.06

4.A.(6) All easements, rights; or appurtenances affecting or relating to the use of the Condominium Property, unless specifically included in any Unit.

Limited Common Elements

5. The Limited Common Elements shall include the limited common areas located substantially as shown on the Plans. Such Limited Common Elements will include the following:

~~5.1~~(1) 501 Poaches, Decks and Patios: Owners shall have the exclusive right to use of the porches, decks, and patios which are directly attached and appurtenant to the exterior

portion of owner's Unit, subject to the restrictions in the Bylaws and Rules.

5..(2) Parking Spaces: All parking spaces as shown on the Plans are Limited Common elements.

5..(3) Storage Bins: All storage bins on the lobby floor of the building, as shown on the Plans, are Limited Common Elements, the right to the exclusive use of which shall be assigned to each Unit Owner at the time such Unit is acquired from the Declarant.

ARTICLE V.

COMMON ELEMENTS

Ownership of Common Elements

1. Each Unit Owner shall be entitled to the ^{thirty three and 1/3 (33 1/3)} percentage of ^(33 1/3) Ownership in the Common Elements allocated to the respective Unit, ~~as set forth in Exhibit "D"~~. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the act and this Declaration, shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered, or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

Use of Common Elements

2. Each Unit Owner shall have the right to use the Common elements (except any portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit

Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. The Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit. The rights to use the Common Elements and Limited Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws, and the rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws.

Share of Common Expenses

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

Lien for Expenses

4. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses when due, the amount due, together with interest thereon at the rate of twelve (12%) percent per annum or ~~such greater percentage as may then be permitted under~~

~~the laws of the State of Alabama~~, from and after the date said Common Expenses become due and payable shall constitute a lien on the interest of Unit Owner in the Property.

Lien for Assessment

5. The Association shall have a lien on each Unit for any unpaid Assessments and Special Assessments and interest thereon against the Unit Owner, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessments and/or Special Assessments or the enforcement of such lien, together with all sums advanced or paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances that may be required to be advanced by the Association to preserve or protect its lien. ^{Thus} said lien shall be effective from and after the time a claim of lien stating the description of the Condominium Parcel, the name of the record owner thereof, the amount due and the dates when due, is recorded in the Probate Office of said County, and the lien shall continue in effect until all sums secured by the lien have been fully paid. Such claims of lien shall be signed and acknowledged by an officer of the Association or by an authorized agent of the Association. On full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for Assessments and/or Special Assessments may be foreclosed by a suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. If, after any such foreclosure by the Association, the former Unit

Owner or anyone claiming through him shall pay a reasonable rental for the Unit, the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also bring an action to recover a money judgment for unpaid Assessments and/or Special Assessments without waiving the lien securing the same. The Board of Directors may settle or compromise any personal action or any action to enforce or foreclose a lien as it may deem in the best interest of the Association. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose its lien for Assessments, Special Assessments, or both, and any interest thereof, and to apply as a cash credit against its bid all sums due, as provided herein, and covered by the lien enforced.

Disposition of Common Surplus

6. The Common Surplus shall appertain to the Units in proportion to the liability for Common Expenses appertaining to each Unit; or in the alternative, such Surplus or any portion thereof may be added to a reserve fund for maintenance, repair, and replacement of the Common Elements, at the sole discretion of the Association.

ARTICLE VI.

THE ASSOCIATION

Powers and Duties

1. The Association shall be responsible for the maintenance, repair, replacement, administration, and operation, and improvements of the Property. The Association shall have

all the powers and duties set forth in the Act, as well as all the powers and duties granted to or imposed on it under the Condominium Documents as they may be amended from time to time. The Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other person or persons.

Membership

2. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

Voting Rights

3. Each Unit is entitled to one (1) vote, which vote is not divisible. Where the Unit Owner is more than one person, if only one person is present at a meeting of the Association, that person shall be entitled to ~~cast~~ ^{on behalf of} the vote ~~pertaining to~~ that Unit. If more than one such persons is present at a meeting, the (one) vote pertaining to that Unit shall be cast by their unanimous consent.

ARTICLE VII.

OCCUPANCY, USE, AND LEASING RESTRICTIONS

Residential Use

1. Each Unit or any two or more adjoining Units used together shall be used only as a residence, except that if permitted by applicable zoning ordinances, a professional or

quasi-professional Unit Owner or Occupant using a Unit as a residence may also use that Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in a\such manner as to prohibit an Occupant from: (1) maintaining his personal professional library, (2) keeping his personal business or professional records or accounts, or (3) handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

Use of Common Elements

2. The Common Elements shall be used only by the Unit Owners and their agents, ~~servants~~ ^{employees}, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to use of the units. The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements. No Unit Owner or Occupant shall place, distribute, or maintain any sign, poster, or bill in any portion of the Common Elements outside his Unit without the approval of the Board of Directors.

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

Lawful Use

4. No offensive or unlawful use shall be made of the Condominium Property, nor any part thereof, ~~and~~^A 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 that require maintenance, modification, or repair of the Condominium Property shall be the same as ~~the~~ for the maintenance and repair of the Condominium Property concerned.

Leases

5. Units may be leased by the Unit Owners; provided however, that such lease and the rights of any tenant thereunder is hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of Units, and to enforce the same directly against such tenants or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction.

ARTICLE VIII.

EASEMENTS

Each of the following easements is reserved to the Association for the benefit of its Members, their guests and lessees, is a covenant running with the land, may not be amended or revoked, and shall survive the termination of the Condominium, to-wit:

1. UTILITIES: Each Unit shall have an easement as may be required for Utility Services needed to serve the Condominium adequately; provided, however, easements through a Unit shall be according to the plans and specification for the Building or as the Building is actually constructed or reconstructed, unless otherwise approved in writing by the unit Owner. The Board of Directors or its designee shall have a right of access to each Unit to inspect such Unit, to maintain, repair, or replace drainage facilities and the pipes, wires, ducts, vents, cables, conduits, and other facilities related to the providing of Utility Services and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the Utility Services, drainage facilities, and easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Unit Owner.

2. INGRESS AND EGRESS: Each Unit shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, walkways and lanes, and like passageways, as the same may from time to time exist on the Common Elements; and for vehicular traffic over, through, and across such portions of the Common elements as from time to time may be paved and intended for such purposes, but the same shall not give or create in any person the right to park on any portion of the Condominium Property not designated as a parking area. This easement shall be nonexclusive and shall include the right of ingress and egress.

3. DRAINAGE: Each Unit shall have an easement as may be required to drain the Condominium Property adequately.

4. SUPPORT: Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units and the Common Elements.

ARTICLE IX.

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Maintenance by the Association

1. The Association, as a Common Expense, shall maintain, repair, replace, and improve, if necessary the following:

1.01 ~~1.01~~ (1) All portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Paragraph IX.02 hereof.

~~1.02~~ 1.02 (2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services that are contained within a Unit but service part or parts of the Condominium other than the Unit within which contained and that are not the responsibility of a Unit Owner under Paragraph IX.02 hereof.

1.03 ~~1.03~~ (3) The Association may enter into a contract with any firm, person, or corporation, or may join with other entities in contracting for the maintenance, repair and improvements of the Condominium Property and other type properties, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association; ~~provided, however, that~~ any such contract shall be for a term not to exceed one year, and shall provide that it may be terminated by either party, without cause or payment of any fee, or not more than ninety (90) days' prior written notice.

Maintenance by Unit Owners

2. Each Unit Owner shall maintain his Unit and the interior thereof in good tenantable condition and repair, and shall repair, maintain, and replace if necessary the following:

~~2.1~~ ^{2.01} (1) The fixtures and equipment in his Unit, including the refrigerator, stove, fans, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, and plumbing within the Unit; electric panels, wiring, outlets, and electric fixtures within the Unit; interior doors, windows, screening and glass, including glass between the Unit and any patio or deck adjacent to such Unit; all exterior doors, [except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association] and all wall coverings and carpeting within a Unit.

~~2.2~~ ^{2.02} (2) The plumbing, heating, ventilation, air conditioning, and electrical systems serving only that Unit, whether located within or without the boundary of that Unit, including the heater and air conditioning compressor, hot water heaters, fuse boxes, wiring, fireplace flues, and all other plumbing, electrical, gas, or mechanical systems. In the event any such system or a portion thereof is within another Unit, or requires access to another Unit, the repair, maintenance, or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an Assessment against the Unit Owner responsible therefor.

Unit Owner's Covenants

3. Each Unit Owner agrees as follows:

~~3.01~~ ^{3.01} (1) To perform all maintenance, repairs, and replacements that are his obligation under Paragraph IX.02 hereof.

~~3.02~~ ^{3.02} (2) To pay for all of his utilities, including electricity, gas, and telephone used within the Unit and all taxes levied against his Unit.

~~3.03~~ ^{3.03} (3) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside his Unit but required to be maintained by him under Paragraph IX.02(2) hereof, except by licensed plumbers or

electricians authorized to do such work by the Association or its delegate.

^{3.04}
3. (4) Not to make any addition or alteration to his Unit or to the Common elements or do any act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association.

^{3.05}
3. (5) To make no alterations, additions, improvements, decoration, repair, replacement, or change to the Common Elements, or to any outside or exterior portion of the building, specifically including, but not limited to, screening or enclosing private balconies, installing garage or other exterior doors, or affixing outshutters to windows, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Association. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise.

^{3.6}
3. (6) To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing, or replacing any plumbing, heating, ventilation or air-conditioning system located within such Unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening Units or Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

3. (7) To promptly report to the Association any defects or needed repairs for which the Association is responsible

Facade

4. The Association shall determine the exterior color scheme of the Buildings and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein. No Owner shall paint any exterior surface or add or

replace anything hereon or affixed thereto without written consent of the Association.

Repairs

5. The Association shall be responsible for the maintenance, repair, and replacement of the Common Elements, except as otherwise provided for in ~~Paragraph 9.02~~; ^{in this document} provided, ~~that~~ ^{however} if any repairs or replacements are made necessary because of abuse or negligent use ~~thereof~~, ^{such expense} may be assessed against such Unit Owner.

Alteration and Improvement

6. Except for repairs and maintenance of the existing improvements, after the completion of the improvements in accordance with the Plans, there shall be no alteration or further improvement of the Common Elements without the prior approval of not less than ^{66 2/3} ~~90%~~ percent of the Members. Any such alteration or improvement shall be financed and constructed in accordance with the provisions of the Bylaws.

ARTICLE X.

INSURANCE

Specified Insurance

1. Insurance, other than title insurance, that shall be carried on the Property and the property of the Unit Owners shall be governed by the provisions of this Article. Insurance coverage maintained by the Association pursuant to these provisions is hereafter referred to as "Specified Insurance."

Location of Policies

2. The Association shall retain the original of all insurance policies for Specified Insurance in a place of safekeeping such as a safe or a safety deposit box and shall provide copies of such policies to Institutional Mortgagees requesting such copies.

Notice of Change in Insurance Coverage

3. No material adverse change (as such materiality is determined by the Board) in the Specified Insurance provisions, including changes in the amount of coverage, the risks covered, the ratio to value of coverage, or endorsements or other changes in the coverage provisions, may be effected by the Association without written notice to the Mortgage Holder.

Qualification of Insurance Company

4. Each company issuing Specified Insurance must be specifically authorized by the laws of the State of Alabama to transact such business as is necessary to provide the Specified Insurance.

Named Insured

5. The named insured on all policies of Specified Insurance shall be the Association, and in the case of property damage insurance, the Association, as agent for all Unit Owners (without naming them) and their mortgagees (without naming them), as their interest may appear.

Property Damage Insurance

6. The Board shall secure and maintain in effect a policy of property damage insurance providing coverage in an amount not less than the full replacement value of the Buildings, excluding coverage of improvements and betterments of Units made by Unit Owners, and including coverage for all improvements, fixtures and personal property including in the Common Elements. The policy shall have an "Agreed Amount Endorsement" or its equivalent, if available, or an "Inflation Guard Endorsement" if available.

such coverage shall afford protection against:

6.0(1) Risks as are covered by an all-risk form; and

6.0(2) Other risks as from time to time shall be customarily covered with respect to condominium buildings similar in construction, location and use as the Buildings.

Public Liability Insurance

7. The Board shall secure and maintain in effect a comprehensive general liability and automobile liability insurance policy covering loss or damage resulting from an occurrence on the Property, in such amounts as may be required by the Board, but not less than \$500,000.00 covering all claims from bodily injury or property damage, or both, arising out of a single occurrence. The coverage shall include protection against water damage liability and such other risks as shall customarily be covered with respect to condominium buildings similar in construction, location, and use.

Personnel Coverages

8. Should the Association employ personnel, all coverages required by law, including worker's compensation, shall be obtained so as to meet the requirements of the law.

Fidelity Bonds

9. The Board shall secure and maintain in effect adequate fidelity coverage to protect against loss of money through dishonest acts on the part of officers, directors, employees, and all others who handle or are responsible for handling the funds of the Association, including but not limited to employees or professional managers. Such fidelity bonds shall meet the following requirements.

^{9.01}
~~9.~~(1) Fidelity bonds shall name the Association as an insured or obligee.

^{9.02}
~~9.~~(2) The bonds shall be written in an amount equal to at least 150 percent or the estimated annual Common Expenses, including reserves, unless a greater amount is required by a federal governmental agency insuring or purchasing Mortgages encumbering Units.

^{9.03}
~~9.~~(3) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days prior written notice to the Mortgage Holder.

Other Coverage

10. The Board shall secure ~~boiler and machinery insurance,~~ directors' and officers' ~~liability insurance,~~ and plate glass ~~insurance as it deems necessary and shall also have~~ authority to ~~obtain such~~ other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems

desirable. The premiums for such insurance shall be a Common Expense.

Unit Owners' Individual Responsibilities

11. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit caused by his own conduct. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of any Limited Common Elements serving his unit, as well as additions and improvements thereto, decorations, furnishings, and personal property therein, and personal property stored elsewhere on the Property.

Premiums

12. Premiums for insurance maintained by the Association shall be paid by the Association as a Common Expense. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Mortgage Holder, the Mortgage Holder shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the Mortgage Holder shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

Association as Agent

13. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be

paid to the Association. The Association is hereby irrevocably appointed agent with full power of substitution, for each Unit Owner and for each owner of any other insured interest in the Property. The Association shall have power to adjust all claims arising under insurance policies purchased by the Association; to bring suit thereon in its name and/or in the name of other insureds; to deliver releases on payments of claims; to compromise and settle such claims; and otherwise to exercise all of the rights, powers, and privileges of the Association and each Unit Owner or any other holder of an insured interest in the Property under such insurance policies. However, the actions of the Association shall be subject to the approval of the Mortgage Holder if the claim shall involve more than one Unit, and if only one Unit is involved, such actions shall be subject to the approval of any Institutional Mortgagee holding a Mortgage encumbering such Unit.

Shares of Proceeds

14. The Association shall receive such insurance proceeds as are paid to it and shall hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

14.0(1) Common Elements: An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share's portion of the total proceeds being the same percentage as the share of the Common Elements appurtenant to his Unit as set forth in ~~Exhibit "D."~~ *above*

14.0(2) Units: Except as provided in ~~subparagraph (3)~~, below, proceeds on account of damage

to Units shall be held in the following undivided shares:

- (a) When the Buildings are to be restored, the proceeds shall be held for the Unit Owners of damaged Units, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit Owner bears to the total cost of repair, which costs shall be determined by the Board.
- (b) When the Buildings are not to be restored, the proceeds shall be held for the Unit Owners in undivided shares that are the same as their respective shares of the Common Elements as set forth in ~~Exhibit "D"~~ *alone*

14.. (3) *SP* Mortgagees: In the event a mortgagee endorsement has ben issued with respect to a Unit, the share of the Owner of that Unit shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary elsewhere in this Declaration.

Distribution of Proceeds

15. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

15. ~~Q~~(1) Reconstruction or Repair: First, if the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, with remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any such mortgagee.

15. ~~Q~~(2) Failure to Reconstruct or Repair: If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, with 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 any such mortgagee.

ARTICLE XI.

DAMAGE, DESTRUCTION, AND TERMINATION

Determination to Reconstruct or Repair

1. If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

1.0(1) Common Elements. If the damage is solely to a portion or portions of the Common Elements and does not extend to the Units, the same shall be reconstructed or repaired.

1.0(2) Common Elements and Units. If the damage extends to one or more Units as well as the Common Elements, then the Buildings shall be reconstructed and repaired pursuant to the provisions of this Article, unless within 45 days after notice is given to all Unit Owners and Institutional Mortgagees of the extent of the damage and the amount of such insurance that is forthcoming, Unit Owners of Units to which not less than ninety (90%)^{66 2/3%} percent of the votes in the Association appertain and the holders of all Mortgages on all such Units shall agree in writing that the same shall not be reconstructed or repaired.

Plans and Specifications

2. Any reconstruction or repair must be sufficient to restore the Property to substantially the same condition in which it existed prior to the casualty and must be made substantially in accordance with the plans and specifications of the original Buildings. In the alternative, reconstruction may be according to plans and specifications approved by the Board. If the damaged property includes part or all of the Buildings, approval shall be

by the Unit Owners of all damaged Units and by the Mortgage Holder if it shall hold a Mortgage on one or more of the damaged Units. If the Mortgage Holder does not hold a Mortgage on at least one of the damaged Units, approval shall be by all Institutional Mortgagees holding Mortgages on the damaged Units. No approvals shall be unreasonably withheld.

Responsibility

3. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then those Unit Owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

Estimate of Costs

4. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

Assessments for Reconstruction and Repair

5. If the proceeds of insurance are not sufficient to defray completely the estimated cost of reconstruction and repair by the Association, Special Assessments shall be levied against the Unit Owners who own damaged Units, and, in the case of damage to Common Elements, Assessments shall be made against all Unit Owners in sufficient amounts to provide funds for the payment of such costs. Special Assessments against Unit Owners for damage to

Units shall be in the proportion that the cost of reconstruction and repair of their respective Units bears to the total cost of such reconstruction and repair. An Assessment against a Unit Owner on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements. Special Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as an Assessment.

Construction Funds

6. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from Assessments and Special Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

6.0(1) Lesser Damage. If the amount of the estimated cost of reconstruction and repair that is the responsibility of the Association is less than ~~six (6%)~~ ^{ten (10%)} percent of the insured value of the Buildings, then the construction fund shall be disbursed in payment of such costs on the order of the Board. However, on request to the Board by an Institutional Mortgagee that is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, the fund shall be disbursed in accordance with the procedure set forth in ~~paragraph 6.0(4)~~, below.

6.0(2) Major Damage. If the amount of the estimated cost of reconstruction and repair that is the responsibility of the Association is six (6%) percent or more of the insured value of the Buildings, then the construction fund shall be disbursed in payment of such costs in the manner provided by the Board.

6.0(3) Unit Owner. If there is a balance of insurance proceeds after the payment of the costs of reconstruction and repair that are the responsibility

of the Association, this balance shall be distributed to Unit Owners of damaged Units who are responsible for the reconstruction and repair of the damaged portions of their Units. The distribution to each such Unit Owner shall be made in the proportion that the estimated costs in all damaged Units. However, no Unit Owner shall be paid an amount in excess of such estimated costs for his Unit. If an Institutional Mortgagee holds a Mortgage upon a Unit, the distribution shall be paid to the Unit Owner and the Institutional Mortgagee jointly.

6..(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. 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, such balance shall be distributed to the beneficial owners of the fund.

Termination

7. The termination of the Condominium may be effected by the agreement of Unit Owners of Units to which not less than 100 percent of the votes in the Association appertain, and the unanimous consent of all Mortgagees on such Units. The agreement shall be evidenced by a written instrument executed in the manner required for conveyance of land, and recorded in the public records of Lauderdale County. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares.

ARTICLE XII.

CONDEMNATION

Determination whether to Continue Condominium

1. Whether the Condominium will be continued after condemnation will be determined in the manner provided in Article

XI, hereof, for determining whether damaged Common Elements will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

Disbursement of Funds

2. If the Condominium is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Building will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

Unit Reduced but Habitable

3. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated, and following changes shall be effected in the Condominium:

3.0(1) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be expended for restoration by the

Association and be assessed against the Unit Owner as a Special Assessment.

3.0(2) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to the holder of any Institutional Mortgage encumbering the Unit, the remittance being made payable jointly to the Owner and any such Institutional Mortgagee.

3.0(3) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares in the Common Elements, Common Expenses, and Common Surplus appurtenant to the other Units shall be restated as percentages of the difference between 100 percent and the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking and so that the total of the percentages of such shares shall still equal 100 percent.

Unit Made Uninhabitable

4. If the taking is of the entire Unit, or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

4..(1) Payment of Award. The award shall be paid first to any Institutional Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other mortgagees of the Unit in an amount not to exceed the market value of the Condominium Parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any Institutional Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

4..(2) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in

condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this Declaration for further improvement of the Common Elements.

4..(3) Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common surplus appurtenant to the units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be done by restating said shares of the continuing Unit Owners as percentages aggregating 100 percent so that the shares appurtenant to the Units of the continuing Owners shall be in the same portions to each other as before the adjustment.

4..(4) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to finance the alteration of the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

4..(5) Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, mortgagees of the Unit, and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium Parcel; and a judgment of specific performance on the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common

Elements as they exist prior to the changes effected by the taking.

Taking of Common Elements

5. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Condominium Parcel is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the owner and the Institutional Mortgagee of the Condominium Parcel.

ARTICLE XIII.

PURCHASE OF CONDOMINIUM PARCEL BY ASSOCIATION

Decision

1. The decision of the Association to purchase a Condominium Parcel shall be made by the Board of Directors without the approval of the members except as provided ^{below} ~~in Article XIII, Paragraphs 2 and 3, hereof.~~

Limitation

2. If at any one time the Association is already the owner of or has agreed to purchase one or more Condominium Parcels, it

may not purchase any additional Condominium Parcels without the prior written approval of members holding ^{66 2/3%}~~75%~~ of the votes of those members eligible to vote thereon, except as provided ~~in~~ ^{below} Article ~~XIII~~, Paragraph "3", hereof. A member whose Condominium Parcel is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitation shall not apply to Condominium Parcels either to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent Assessments, Special Assessments, or both where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, acting on behalf of the Association, may only purchase a Condominium Parcel in accordance with Article ~~XIII~~ ^{with this}, Paragraph "1" hereof, or as the result of a sale pursuant to the foreclosure of (i) a lien on the Condominium Parcel for unpaid taxes; (ii) the lien of a mortgage; (iii) the lien for unpaid Assessments, Special Assessments or both; or (iv) any other judgment lien or lien attaching to such Condominium Parcel by operation of law.

ARTICLE XIV.

NOTICE OF LIEN OR SUIT

Notice of Lien

1. A Unit Owner shall give notice in writing to the Secretary of the Association of every lien on his condominium Parcel, other than liens for Institutional Mortgages, taxes, and special assessments, within five (5) days after he learns of the attaching of the lien.

Notice of Suit

2. A Unit Owner shall give notice in writing to the Secretary of the Association of every suit or other proceeding that may affect the title to his Condominium Parcel with such notice to be given within five (5) days after the unit Owner obtains knowledge thereof.

Failure to Comply

3. Failure to comply with this section will not affect the validity of any judicial proceeding.

ARTICLE XV.

RULES AND REGULATIONS

Compliance

1. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Condominium Documents and the rules and regulations applicable to the Condominium Property. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in

addition to other remedies provided in the Condominium Documents and the Condominium Act:

Enforcement

2. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all rules and regulations of the Association by such means as are provided by the laws of the State of Alabama, including the imposition of reasonable fines from time to time as set forth in the Bylaws. In the event a Unit Owner fails to maintain his Unit in the manner required in the Condominium documents and any rules and regulations of the Association, the Association, through the Board of Directors, shall have the right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a Special Assessment therefor as provided in this Declaration. In addition, the Association shall have the right, for itself and its employees and agents, to enter such Owner's Unit and perform the necessary work to effect compliance.

Negligence

3. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire and casualty

insurance rates occasioned by the use, misuse, occupancy, or abandonment of a Unit, or of the Common Elements or of the Limited Common Elements. The liability for such increases in insurance rates shall equal five times the first resulting increase in the annual premium rate for such insurance.

No Waiver of Rights

4. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Condominium Act, the Condominium Documents, or any rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

ARTICLE XVI.

AMENDMENT OF THE DECLARATION

Notice

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association or the Board of Directors at which a proposed amendment is considered.

Resolution

2. An amendment may be proposed by either a majority of the Board of Directors or by members holding one-third (1/3) of the votes of the Association. A resolution adopting a proposed amendment must be adopted by an affirmative vote of not less than a majority of the Board of Directors and by Members holding not less than ~~90%~~^{66 2/3%} of the votes of the Association.

Agreement

3. In the alternative, an amendment may be made by an agreement signed and acknowledged by the record owners of all Units in the manner required for the execution of a deed.

Amendment by Declarant

4. ² 4.0(1) In addition to the procedures described above in this Article, as long as the Declarant shall hold fee simple title to any Unit, this Declaration may be amended by the Declarant if such amendment does not violate the terms of the Condominium Act or this Declaration. The subject matter of any such amendment may include, without limitation, the combining of two or more Units or the subdividing of one or more Units owned by the Declarant (without, however, changing the aggregate percentage of Common Elements appurtenant to such Units) or any matter required by a governmental agency or an Institutional Mortgagee willing to make or purchase a permanent mortgage loan secured by a Unit. Any amendment by the Declarant pursuant to this subsection shall be effective without the joinder of any record owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional Mortgage as it affects a Condominium Parcel, or change the size or dimensions of any Unit not owned by the Declarant without the written consent of the Owner of such Unit and the holder of any Institutional Mortgage encumbering such Unit. If such an amendment makes any changes in the size or dimension of any Unit, such changes shall be reflected by an amendment to this Declaration with a survey attached, and said amendment need only be executed and acknowledged by the Declarant and any holders of Institutional Mortgages encumbering any such Unit. Such a survey shall be certified in the manner required by the Condominium Act. If more than one Unit is changed, the Declarant shall apportion among the Units the shares in the Common Elements, Common Expenses, Common Surplus, and voting rights of the Units concerned, and such shares of the Common Elements, Common Expenses, Common Surplus, and voting rights shall be set forth in the amendment to this Declaration.

4.0(2) As long as the Declarant is the Owner of any Unit, no amendment to this Declaration may be made unless the Declarant shall join in the execution of

such amendment, nor shall any amendment make any change that would in any way affect the rights, privileges, or powers of the Declarant unless the Declarant shall join in the execution thereof.

Proviso

5. Any provision in this section to the contrary notwithstanding, however, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Unit Owners or Units unless the Unit Owners so affected and the holders of Institutional Mortgages on such Units shall unanimously consent thereto; no amendment shall change any Unit or change the percentage of its share in the Common Elements appurtenant thereto or any other of its appurtenances, or increase the percentage of any Unit Owner's share of the Common Expenses, unless the Owners of Units that would be changed or the percentage of whose shares would be changed and all holders of Institutional mortgages on such Units shall join in the execution of the amendment; and except for amendments adopted pursuant to Article XVI Paragraph "4" hereof, no amendment shall restrict the terms of any Unit Owner's occupancy of his Unit or his right to convey or lease his Unit, unless Unit Owners owning not less than 90% of the Units shall join in the execution of the amendment.

Execution and Recording

6. A copy of each amendment shall be attached to a certificate which shall include the recording data identifying this Declaration, certifying that the amendment was duly adopted, which certificate shall be executed by the President and

Secretary of the Association with formalities of a deed. This amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Lauderdale County.

ARTICLE XVII.

MISCELLANEOUS

Intent

1. It is the intent of the Declarant to create a condominium pursuant to the Act. In the event that the condominium created by this Declaration shall fail in any respect to comply with the Act, then the common law as the same exists on the filing date of this Declaration shall control, and the condominium hereby created shall be governed in accordance with the several laws of the State of Alabama, the Bylaws, the Articles, and all other instruments and exhibits attached to or made a part of this Declaration.

Covenants, Conditions, and Restrictions

2. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly ~~therein~~ provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein ~~and~~ ^A all of the provisions of the Condominium Documents shall be binding on and inure to the benefit of any owner of all or any part thereof, or interest therein, and his/^{her} heirs, executors, administrators, legal representatives, successors, and assigns, but said provisions are not intended to

create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any rules and regulations promulgated thereunder.

Severability

3. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word, or other provision of this Declaration, the Articles, the Bylaws, any rules and regulations of the Association promulgated pursuant thereto, and any exhibits attached hereto, as the same may be amended from time to time, or the Act, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase word, or other provision shall not affect the remaining portions thereof.

Taxation of Condominium Parcels

4. For the purpose of ad valorem taxation, the interest of a unit Owner in his Unit and in the Common Elements shall be inseparable. In any year in which either or both of such interests are not taxed separately to a Unit Owner, the total value of said interests shall be equal to the product obtained by multiplying the entire value of the Condominium Property for purposes of ad valorem taxation by the decimal equivalent of the share of the Common Elements appurtenant to such Unit. No provision in this Declaration shall be construed as giving any

Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each Unit Owner being required to pay ad valorem taxes and special assessments as are separately assessed by governmental authorities against his Condominium Parcel.

Notice

5. ~~The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary herein.~~ All notices required or desired under the Condominium Documents to be sent to the Association shall be sent certified mail, return receipt requested, to the secretary of the Association, at Route 2, Box 481 G1-G14, Killen, Alabama 35645, (911 address: 100 Riverview Way, Units G1-G14, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners.

~~Except as provided specifically to the contrary in the Act,~~ ^{MA} All notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit owner at the Condominium, or to such other address as he may have designated from time to time, in a writing duly receipted for, to the Association. Proof of such mailing or personal delivery to ~~him~~ ^{unit owner} by the Association may be provided by the affidavit of the person personally delivering said notice or by a post office certificate of mailing. All notices to the Association or a Unit Owner shall be deemed to have been given when delivered to the addressee in

person in accordance with the provisions of this Declaration or when mailed in a postage-paid, sealed envelope, except notices of address changes, which shall be deemed to have been given when received.

Governing Law

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

Waiver

7. No provisions contained in the Condominium Documents shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Ratification

8. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have ^{read} acknowledged and agreed that all the provisions of the Condominium Documents and any rules and regulations promulgated thereunder are fair and reasonable in all material respects.

Preparation of Declaration

9. This declaration was prepared by ^{SMK} A. Mark Ritter, whose business address is 119 Hermitage Drive, Florence, Alabama 35630

who is an attorney authorized to practice in the State of Alabama.

Captions

10. The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied on and/or used on construing the effect or meaning of any of the text of the Condominium Documents.

Assignment

11. All rights of favor of the Declarant reserved in this Declaration are freely assignable in whole or in part by the Declarant and may be exercised by any nominee of the Declarant and/or exercised by the successors in interest of the Declarant.

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this 19th day of September, 1996.

Signed, sealed, and delivered by ANTHONY L. McDOUGLE in the presence of:

BLUFF VIEW CONDOMINIUM

Anthony L. McDougale
ANTHONY L. McDOUGLE,

Jimmy A. Hamm

Lisa A. Matheny
Witnesses

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for the State at Large hereby certify that ANTHONY L. McDOUGLE, whose name as Developer, Declarant of the BLUFF VIEW CONDOMINIUM is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER my hand and official seal of office this 19th day of September, 1996.

A. Mark Ritter
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1/2/99

This instrument was prepared by
A. Mark Ritter, Attorney
119 Hermitage Drive
Florence, AL 35630.

SEP 23 10 00 AM '96

000961

FICHE 96-190 FRAME 65

AMENDMENT TO
**DECLARATION OF CONDOMINIUM OF
BLUFF VIEW CONDOMINIUM**

This Amendment to the Declaration of Condominium of Bluff View Condominium as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Condominium Book 1, page 1-49, on September 23, 1996, is hereby made to amend in part as follows:

"ARTICLE IV.

Units

3. Each Unit is assigned a number or letter or a combination thereof, which is indicated on the Plat as recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, page 229. The legal description of each Unit shall consist of the identifying number or letter as shown on the Plat, the name of the Condominium, the name of the county in which the Parcel is situated, the name of the office in which this Declaration is recorded, and the deed book and page number where the first page of this Declaration is recorded."

Also amendment is made to,

"ARTICLE V.

COMMON ELEMENTS

Ownership of Common Elements

1. Each Unit Owner shall be entitled to 1/³⁷⁹~~144~~ undivided interest in the Common Elements. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the act and this Declaration, shall remain undivided.

VOL 01 PAGE 051

No Unit Owner shall bring any action for partition or division of the Common elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered, or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void."

ALSO,

"ARTICLE X.

14...1 Common Elements: An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share's portion of the total proceeds being the same percentage as the share of the Common Elements appurtenant to his Unit as set forth in Article V.1.

14..(2) Units: Except as provided in subparagraph (3), below, proceeds on account of damage to Units shall be held in the following undivided shares:

- (a) When the Buildings are to be restored, the proceeds shall be held for the Unit Owners of damaged Units, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit Owner bears to the total cost of repair, which costs shall be determined by the Board.
- (b) When the Buildings are not to be restored, the proceeds shall be held for the Unit Owners in undivided shares that are the same as their respective shares of the Common Elements as set forth in Article V.1."

IN WITNESS WHEREOF, the Declarant and Bluff View Condominium Association, Inc., have executed this Amendment to Declaration of Condominium this 5th day of October, 1996.

ATTESTED:

Gary Monroe
GARY MONROE
Its Secretary

Shirley C. Welborn
Witness

BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.

BY: Anthony L. McDougle
ANTHONY L. McDOUGLE, President

Anthony L. McDougle
ANTHONY L. McDOUGLE, Declarant

STATE OF ALABAMA)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for the State at Large hereby certify that ANTHONY L. McDOUGLE, whose name as Developer, Declarant of the BLUFF VIEW CONDOMINIUM is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER my hand and official seal of office this 5th day of October, 1996.

Shirley C. Welborn
NOTARY PUBLIC
MY COMMISSION EXPIRES: 7-24-2000

STATE OF ALABAMA)
LAUDERDALE COUNTY)

FICHE 96-490 FRAME 68

I, the undersigned authority, a Notary Public in and for the State at Large hereby certify that ANTHONY L. McDOUGLE, as President of BLUFF VIEW CONDOMINIUM ASSOCIATION, INC. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Declaration, he executed the same voluntarily on the day the same bears date on behalf of said Corporation.

GIVEN UNDER my hand and official seal of office this 8th day of October, 1996.

Shirley J. Welborn
NOTARY PUBLIC
MY COMMISSION EXPIRES: 7-24-2000

This instrument was prepared by
A. Mark Ritter, Attorney
119 Hermitage Drive
Florence, AL 35630.

STATE OF ALABAMA
LAUDERDALE COUNTY
I CERTIFY THIS
INSTRUMENT FILED
OCT 15 3 16 PM '96
Dorothy J. ...
JUDGE OF PROBATE

017917

FICHE 96-450 FRAME 55

ARTICLES OF INCORPORATION
OF
BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.
A Non Profit Corporation

By these Articles, the undersigned hereby associate themselves for the purpose of forming a corporation not for profit under the Code of Alabama, Section 35-8A-103 and Alabama Uniform Condominium Act, and certify as follows:

ARTICLE I.

NAME AND DEFINITIONS

The name of the corporation shall be BLUFF VIEW CONDOMINIUM ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in Code of Alabama, Section 35-8A-103 and Alabama Uniform Condominium Act, referred to as the "Act" and the Declaration of Condominium of BLUFF VIEW CONDOMINIUM ASSOCIATION, INC., to be recorded in the Public Records of Lauderdale County, Alabama, unless the context otherwise requires.

ARTICLE II.

PURPOSE

The Association is organized for the following purposes:

(1) To maintain, operate, and manage the condominium known as BLUFF VIEW CONDOMINIUM ASSOCIATION, INC., located at Route 2, Box 481, G1-G14, Killen, Lauderdale County, Alabama, (the 911 address is: 100 Riverview Way, Unit #G1-G14) and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the forgoing.

(2) To own, operate, lease sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the condominium.

ARTICLE III.

POWERS

Implied Powers

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the purposes of the Association, as set forth in this Article, the Declaration of Condominium, and the Act.

Specific Powers

2. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Act, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents.

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(5) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(6) To employ personnel to perform the services required for proper operation of the Condominium;

(7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its members;

(8) To reconstruct the Condominium Property after casualty or other loss;

(9) To make additional improvements on and to the Condominium Property;

(10) To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents;

(11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

(12) To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

(13) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

(14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned

by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

(15) To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

(16) To adopt and establish Bylaws for the operation of the Condominium Association.

(17) Any and all lawful purposes for which an Association can be incorporated and carry out under the laws of the State of Alabama.

ARTICLE IV.

ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

ARTICLE V.

FICHE 96-180 FRAME 59

MEMBERS

Qualification

1. The Members of the Association shall consist of all of the Unit Owners of record in the Condominium.

2. Change of membership in the Association shall be established by the recording in the public records of Lauderdale County, Alabama, of a deed or other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Unit Owner shall thereby be terminated.

Transfer of Membership

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

Meetings

4. The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

Voting

5. The owner of each Unit shall be entitled to the number of votes specified in the Declaration of Condominium for that Unit. The manner of exercising voting rights shall be determined by the Bylaws.

ARTICLE VI.

FICHE 26450 FRAME 60

DIRECTORS

Number

1. The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the Bylaws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the Bylaws, each Director shall be either a person designated by the Developer or a person entitled to cast a vote in the Association.

Election

2. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Bylaws.

Authority

3. All of the Duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, these Articles, and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration of Condominium, these Articles, or the Bylaws.

Initial Directors

4. The names and addresses of the three members of the first Board of Directors, who shall hold office until the

election or appointment of their successors, are as follows

NAME	ADDRESS
ANTHONY L. McDOUGLE	Route 1, Box 73 Muscle Shoals, AL 35661
JAMES K. POWERS	100 Fourth Street Sheffield, AL 35660
GARY MONROE	3410 Chisholm Road #1306D Florence, AL 35630

ARTICLE VII.

OFFICERS

The affairs of the Association shall be administered by the officers designated in accordance with the Bylaws. The names and address of the officers who shall serve until the election or appointment of their successors in accordance with the Bylaws are as follows:

NAME	OFFICE	ADDRESS
ANTHONY L. McDOUGLE	PRESIDENT	Route 1, Box 73 Muscle Shoals, AL 35661
JAMES K. POWERS	VICE-PRES.	100 Fourth Street Sheffield, AL 35660
GARY MONROE	SECRETARY/TREASURER	3410 Chisholm Road #1306D Florence, AL 35630

ARTICLE VIII.

TERM

The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the

0
0
0
0
6
1

FICHE 86-450 FRAME 62

termination of the Condominium in accordance with the terms of the Declaration of Condominium.

ARTICLE IX.

REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 100 East Fourth Street, Sheffield, AL 35660, and the name of the initial registered agent at that address is JAMES K. POWERS.

ARTICLE X.

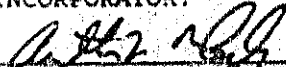
INCORPORATORS

1. The name and address of each incorporator of the Association is:

NAME	ADDRESS
ANTHONY L. McDOUGLE	ROUTE 1, BOX 73 MUSCLE SHOALS, AL 35661

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature this 12th day of September, 1996.

INCORPORATOR:


ANTHONY L. McDOUGLE

STATE OF ALABAMA

COUNTY OF LAUDERDALE

FICHE 96-150 FRAME 63

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ANTHONY L. McDOUGLIE, whose name is signed to the foregoing Articles of Incorporation, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 09th day of September, 1996.

A. Mark Ritter
Notary Public
My Commission Expires: 1/24/99

This instrument was prepared by:
A. MARK RITTER
Attorney at Law
119 Hermitage Drive
Florence, Alabama 35630

SEP 23 5 09 PM '96
STATE OF ALABAMA
NOTARY PUBLIC

FICHE 26150 FRAME 64

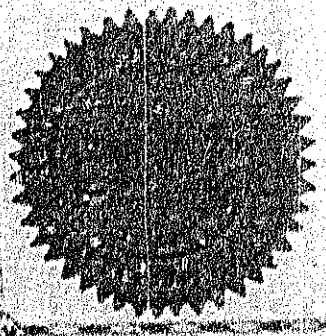
State of Alabama
Lauderdale County

CERTIFICATE OF INCORPORATION
OF
BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.

The undersigned, as Judge of Probate of Lauderdale County, State of Alabama, hereby certifies the duplicate originals of Articles of Incorporation for the incorporation of _____ Bluff View Condominium Association, Inc. _____, duly signed pursuant to the provisions of the Alabama Non-Profit Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of _____ Bluff View Condominium Association, Inc. _____, and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the _____ 23rd _____ day of
September _____, 19 96 _____



Dewey D. Mitchell
Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
SEP 23 5 30 PM '96

017918

BYLAWS

FICHE 96-451 FRAME 1

OF

BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.

The following are the Bylaws of BLUFF VIEW CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association," a corporation not for profit under the laws of the State of Alabama, formed for the purpose of managing and operating a certain condominium located in Lauderdale County, Alabama, known as BLUFF VIEW CONDOMINIUMS, hereinafter referred to as the "Condominium."

ARTICLE I.

PRINCIPAL OFFICE

The principal Office of the Association shall be at 100 East Fourth Street, Sheffield, Alabama 35660 or at such other place as may be designated subsequently by the Board of Directors. All books and records of the Association shall be kept at its principal office.

ARTICLE II.

DEFINITIONS

Declaration Defined

II.1. "Declaration" shall mean that certain Declaration of Condominium of BLUFF VIEW CONDOMINIUMS filed in the Probate Office of the County of Lauderdale on September 21, 1996, in Fiche __, Frame _____, and following, as the same may be amended from time to time in accordance with the terms thereof.

annual meeting shall be to elect the Directors, and to transact any other business authorized to be transacted by the Members or stated in the notice of the meeting sent to the Members in advance thereof.

Special Meeting

IV.3. Special meetings of the Members may be called at any time by a majority of the Board, or on receipt by the Board of a written request of Members representing at least fifty (50%) percentage of the total voting power of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

Notice of Meeting

IV.3. Notice of all meetings of Members shall state the time and place of the meeting and the objects for which the meeting is called. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally or by mail to a Member at the address given to the Board by said Member, or to the Member's Unit if no such address has been given to the Board. Notice of the annual meeting shall be mailed or delivered to each Member not less than ten (10) days prior to the meeting and not more than sixty (60) days. A copy of the notice of any meeting of Members shall also be posted at a conspicuous place on the Condominium Property at least five (5) days prior to the meeting.

Waiver of Notice

IV.4. Any Member may waive the right to receive notice of the Annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally, or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

Quorum

IV.5. A quorum at Members' meetings other than the annual meeting shall be attended by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. At a duly called annual meeting, those members present, either in person or by proxy, shall constitute a quorum.

Adjournment for Lack of Quorum

IV.6. In the absence of a quorum at any meeting of Members, a majority of those Members present in person or by proxy may adjourn the meeting to a time and date not less than ten (10) days nor more than thirty (30) days from the meeting date, but no other business may be transacted. Notice of the adjourned meeting shall be given as in the case of an original meeting.

Action Without Meeting

IV.7. Any action that may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

IV.//. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owners or their authorized representatives. The Association shall retain these minutes for a period of not less than ten (10) years.

ARTICLE V.

MEMBERS' VOTING RIGHTS

Number of Votes

V.1. In any meeting of Members, each Member shall be entitled to one vote for each Unit owned. If more than one person holds an interest in any Unit, all such persons shall be Members, but the Unit shall be entitled to only one (1) vote. The vote of a Unit shall not be divisible. The vote for a Unit with more than one owner shall be exercised as they among themselves determine, or in accordance with Paragraph V.04 below.

Vote Required to Transact Business

V.2. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number is required. The following matters shall be subject to the affirmative vote of not less than ninety (90%) percent of the votes of the Members: (1) The merger or consolidation of the Association; (2) The sale, lease, mortgage, or other disposition of substantially all of the property of the

Association; and (3) The purchase of land or Units on behalf of the Association.

Designation of Voting Member

V.3. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit may 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 person entitled to cast the vote for the Unit must be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any owner of an interest in the Unit.

Failure to Designate a Voting Member

V.4. If a Unit is owned by more than one person and they do not designate a voting Member, the following provisions shall apply:

- (1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- (2) If only one such owner is present at a meeting, that person shall be entitled to cast the vote pertaining to the Unit.
- (3) If more than one such owner is present at the meeting, and they concur, any one such owner may cast the vote for the Unit.

V.S. Votes may be cast in person or by proxy. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

ARTICLE VI.

BOARD OF DIRECTORS

Number

VI.1. The affairs of this Association shall be managed by a Board of Directors, consisting of three (3) persons.

Qualification

VI.2. Except for Directors appointed by the Developer, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner, or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Appointment by Developer

VI.3. The initial Board of Directors, which was selected by the Developer is set forth in the Articles of the Association. the Developer shall have the right to appoint and remove Directors until such right is voluntarily relinquished by a recorded

Book of Records, Middlesex County, 1996

amendment to the Declaration, or until such right expires as provided in this Paragraph. The Directors appointed by the Developer need not be Unit Owners. This right to appoint and remove Directors shall expire immediately on the occurrence of any of the following:

- (1) Not later than October 1, 2000.
- (2) At the time 75 percent of the Units have been sold to persons other than the Developer, the Unit Owners other than the Developer shall have the right to elect a majority of the Directors. Elected Directors shall not be removed by the Developer.

Nomination for Election

VI.4. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing Directors. Nominations shall also be made by a nominating committee appointed by the Board prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors.

Initial Election of Directors

VI.5. Within 60 days after the Unit Owners are entitled to elect one or more Directors, the Association shall call a meeting of the Members to elect the Director. The Association shall give not less than 30 days' notice of the meeting to each Member. The meeting may be called and the notice may be given by any Unit Owner if the Association fails to do so. The election shall be conducted in the manner specified in Paragraph VI.6".

Office of the Clerk, Grand Jury, ...

VI.6. Directors shall be elected at the annual meeting of Members. The election shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to cast one vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

Term

VI.7. Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his or her successor shall be elected and qualified, or until he or she resigns or is removed in any manner provided elsewhere herein. Each Director appointed by the Developer shall hold office until he or she resigns, is removed by the Developer, or his or her term expires as provided in Paragraph VI.3.

Vacancies

VI.8. Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired term of the Director whom he or she succeeds. Any vacancy in the position of a Director appointed by the Developer shall be filled by the Developer.

Removal

VI.9. Any Director may be removed for cause by a majority vote at a special meeting of the Members called for that purpose.

The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

Compensation.

VI.10. A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by him or her in the performance of his or her duties.

ARTICLE VII.

MEETINGS OF DIRECTORS

Regular Meetings

VII.1. Regular meetings of the Board of Directors shall be held monthly, at such time, place, and date as the Board shall designate. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, and shall be transmitted at least 10 days prior to the meeting.

Special

VII.2. Special meetings of the Directors may be called by the President at any time, and must be called by the President or Secretary at the written request of a majority of the Directors. A notice of the meeting stating the time, place, and purpose of the meeting shall be given to each Director, personally or by mail, telephone, or telegraph, at least 20 days prior to the meeting.

Notice

VII.3. All meetings of the Board of Directors shall be open to all Members of the Association, and notice of such meeting shall

96-451-11

be posted conspicuously on the Condominium Property 72 hours prior to the meeting, except in the event of an emergency.

Waiver of Notice

VII.4. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

Quorum

VII.5. A quorum shall consist of the Directors entitled to cast a majority of the votes of the entire Board of Directors. The acts of the Directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a Director for the purpose of determining a quorum.

Action without Meeting

VII.6. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board.

VII.7. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives, or by Directors at any reasonable time. The Association shall retain these minutes for a period of not less than 10 years.

ARTICLE VIII.

POWERS AND DUTIES OF THE DIRECTORS

Specific Powers

VIII.1. The Board of Directors shall have the power to exercise all powers, duties, and authority vested in the Association by the Act, the Declaration, or these Bylaws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board shall include, but shall not be limited to, the following:

- (1) To elect and remove officers of the Association as hereinafter provided.
- (2) To administer the affairs of the Association and the Condominium Property.
- (3) To maintain bank accounts on behalf of the Association and to designate signatories required therefore.
- (4) To sell, lease, mortgage, or otherwise deal with Units acquired by the Association.
- (5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.
- (6) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the Common Elements; provided, however that the consent of at least two-thirds (2/3) of the Members, obtained at a meeting duly called and held for

such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of \$500.00.

(7) To estimate the amount of the annual budget and to make and collect Assessments against Unit Owners to defray the costs, expenses, and losses of the Condominium.

(8) To use the proceeds of Assessments in the exercise of its powers and duties.

(9) To maintain, repair, replace, and operate the Condominium Property.

(10) To purchase insurance on the Property, and insurance for the protection of the Association and its Members, and the members of the Board of Directors and Officers of the Association.

(11) To reconstruct improvements after casualty and to further improve the Property.

(12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.

(13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these Bylaws, and the Rules and Regulations for the use of the Property.

(14) To contract for the management of the Property 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.

(15) 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.

(16) To retain attorneys and accounts.

(17) To employ personnel to perform the services required for proper operation of the Condominium.

(18) To purchase a Unit of the Condominium for the purposes authorized in the Declaration.

Committees

FICHE 96-451 FRAME 15

VIII.2. The Board of Directors may designate one or more committees that shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall consist of at least three (3) Members, at least one (1) of whom shall be a Director. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

Managing Agent

VIII.3. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer, or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Condominium under the supervision of the Board. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board.

ARTICLE IX.

IX.1. The executive officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of the Members of the Association. Any two or more offices may be held by the same person, except the offices of President and Secretary.

IX.2. Each Officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

Special Appointments

IX.3. The Board may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Resignation and Removal

IX.4. Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Vacancies

IX.5. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Officer he succeeds.

Compensation

IX.6. An Officer shall not receive any compensation for any services he may render to the Association as an Officer; provided,

however, that any Officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

Duties of the President

IX.7. The President, who shall be a Director, is the chief executive officer of the Association, and shall have all of the powers and duties that are usually vested in the office of president of a condominium association, including but not limited to the following powers:

- (1) To preside over all meetings of the Members and of the Board.
- (2) To sign as President all deeds, contracts, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the rules.
- (4) To have the general supervision, direction, and control of the affairs of the Association.

Duties of the Vice-President

IX.8. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office of vice-president of a condominium association, including but not limited to the following powers:

- (1) To perform the duties and exercise the powers of the President, in the absence or disability of the President.
- (2) To assist the President in the exercise of his powers and the performance of his duties.

Duties of the Secretary

IX.9. The Secretary, who shall be a Director, shall have all of the powers and duties that are usually vested in the secretary

of a condominium association, including but not limited to the following powers:

- (1) To keep a record of all meetings and proceedings of the Board and of the Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.
- (3) To prepare and serve such notices of meetings by the Board and the Members required either by law or by these Bylaws.
- (4) To keep current records showing the Members of the Association together with their addresses.
- (5) To sign as Secretary all deeds, contracts, and other instruments which have been duly approved by the Board, if said instruments require a second Association signature.

Duties of the Treasurer

IX.10. The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested in the treasurer of a condominium association, including but not limited to the following powers:

- (1) To receive and deposit in such bank or banks, as the Board may from time to time direct, all of the funds of the Association.
- (2) To be responsible for the supervision and maintenance of books and records to account for such funds and other Association assets.
- (3) To disburse and withdraw said funds as the Board may from time to time direct, and in accordance with prescribed procedures.
- (4) To prepare and distribute the financial statements for the Association.

ARTICLE X.

FICHE 86-451 FRAME 19

FISCAL MANAGEMENT

Fiscal Year

X.1. The fiscal year of the Association shall be the calendar year, beginning January 1 and ending December 31.

Annual Budget

X.2. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each of the following categories:

Administration expenses, management fees, maintenance, rent for recreational facilities, taxes, insurance, salaries, legal and accounting fees, repairs and replacement, and utilities expenses for limited common areas, if association maintains limited common elements whose cost is shared only by those entitled to use the limited elements.

The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses.

Adoption of Annual Budget

X.3. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Each Unit Owner shall receive a copy of the proposed annual budget at least 20 days prior to the meeting of the Board at which the budget will be considered, and the meeting shall be opened to all Unit Owners. The final annual budget shall be adopted by the Board at a duly noticed meeting, and the Board shall

furnish copies of the final annual budget to each Unit Owner within 30 days after the adoption.

Assessments

X.4. On or before the first day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth of his or her share of the Common Expenses for such year as shown by the annual budget. The Assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for each Unit Owner shall be in proportion to his or her respective ownership interest in the Common Elements. The Board of Directors may cause to be sent to each Unit Owner, on or before the first day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the monthly Assessment. If the Board shall not approve an 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 the amount of his or her monthly Assessment as last determined. No Unit Owner shall be relieved of his or her obligation to pay his or her Assessment by abandonment of his or her Unit or lack of use of the Common Elements.

Acceleration of Assessment Installments

X.5. If a Unit Owner shall be in default in the payment of any installment of an annual Assessment for more than 10 days, the Board may accelerate all remaining monthly installments due for the

balance of the term covered by the annual budget, and the same shall thereupon become immediately due and payable.

Supplemental Assessments

X.6. If during the course of any fiscal year, it shall appear to the Board that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

Annual Statement

X.7. Within 30 days after the end of each fiscal year, the Board shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board may deem desirable.

Accounting Records

X.8. The Board shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Unit showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners at reasonable times.

ARTICLE XI.

AMENDMENTS TO THE BYLAWS

Notice

XI.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

Adoption

XI.2. The Board of Directors shall have the power to alter, amend, or repeal any of these Bylaws or to adopt new Bylaws by the affirmative vote of a majority of all of the Directors; provided, however, that any bylaw adopted by the Board may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of at least 90% percent of the total number of votes of all of the Members. The Members may prescribe in any bylaw adopted by them that such bylaw shall not be altered, amended, or repealed by the Board.

Prohibited Amendments

XI.3. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Declarant or any Institutional Mortgagee without the consent of the Declarant or the Institutional Mortgagee, as the case may be. No amendment that is in conflict with the Articles or the Declaration shall be adopted.

0000000000000000

ALL RIGHTS RESERVED, ORIGINAL COPY

XI.4. Any amendment shall become effective when recorded in the Probate Office of Lauderdale County with these Bylaws in accordance with the Act.

ARTICLE XII.

RULES AND REGULATIONS

The Board of Directors may from time to time adopt, modify, amend, or add to rules and regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board with respect to any such rules and regulations or modifications thereof or any amendments or additions thereto. Copies of such rules and regulations, or any amendments, additions or modifications, shall be delivered to each Unit Owner not less than 15 days prior to the effective date thereof. No rule or regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIII.

MISCELLANEOUS

Construction

XIII.1. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

Captions

XIII.2. the captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or

describe the scope of these Bylaws or the intent of any provision hereof.

Conflicts

XIII.3. In the event of any conflict between the provisions of these Bylaws and the Declaration, the Declaration shall govern.

ARTICLE XIV.

FIDELITY BONDS

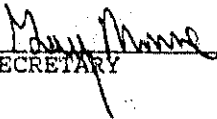
All Directors or Officers of the Association who control or disburse funds of the Association shall be bonded in such amount as shall be determined by the Board of Directors, but not less than \$15,000.00. The premium on such bonds shall be paid by the Association.

ARTICLE XV.

ARBITRATION

Any controversy or claim arising out of or relating to the internal operation of the Condominium among Unit Owners, the Association, or their agents or assigns, must be submitted to non-binding arbitration. The arbitration shall be conducted in accordance with The Code of Alabama.

The foregoing were adopted as the Bylaws of the **BLUFF VIEW CONDOMINIUM ASSOCIATION, INC.**, at the first meeting of the Board of Directors on held on September 19th, 1996.


SECRETARY

STATE OF ALABAMA
LAUDERDALE COUNTY

SEP 21 5 03 PM '96

000000000000

STATE OF ALABAMA
LAUDERDALE COUNTY

STATE OF ALABAMA)

Page 1 of 1

COUNTY OF LAUDERDALE) 009973

COVENANTS TO RUN WITH LAND

FIGHER 7208 FRAME 1

WHEREAS, TONY McDOUGLE is the owner of certain real property situated in LAUDERDALE County, Alabama, described on Exhibit "A" hereto and incorporated herein fully, and

WHEREAS, upon said property the owner, TONY McDOUGLE, desires to construct and/or operate a MULTIFAMILY DWELLING and WHEREAS, the site conditions are such that a conventional onsite sewage disposal system cannot be constructed, the owner, TONY McDOUGLE, desires to construct an **alternative onsite sewage disposal system**, and

WHEREAS, said facility shall become, subsequent to this construction, the property of various persons and entities; and WHEREAS, the LAUDERDALE County Board of Health has approved the construction and use of a **ALTERNATIVE SEWAGE DISPOSAL** system by the owner, and their successors in title; and

WHEREAS, the approval by the LAUDERDALE County Board of Health for the alternative sewage disposal system for the said facility is granted upon the covenant by the owner and his successor in title that it or he will satisfy all requirements of the LAUDERDALE County Health Department and be responsible to correct, repair and replace any parts, equipment, apparatus, field lines, pumps, motors and other equipment necessary to properly assure the proper functioning of the alternative sewage system.

NOW, THEREFORE, in consideration of these premises, the owner, TONY McDOUGLE, hereby grants and conveys as encumbrances on land described as Exhibit "A" the following restrictions and covenants to run with the land as hereinafter described:

1. That the undersigned owner, TONY McDOUGLE, his successors, assigns and subsequent purchasers of said facility in LAUDERDALE County shall own the said facility, subject to the continuing condition that the right to use the said facility and right to continue to occupy the said facility will be subject to the proper functioning of the alternative sewage disposal system which is being approved by the LAUDERDALE County Board of Health through its Health Officer. In the event it is determined by the Health Officer that the alternative sewage disposal

18.0

system is no longer functioning properly and that the continued occupancy of said facility is detrimental to his health or the health of other occupants or residences in the general area, then the owner or occupant agrees upon written notice from the said Health Officer to vacate said residence as directed in said notice.

2. The owner and his successors in title will install and maintain for the disposal of sewage an alternative onsite sewage disposal system approved under the provisions of Chapter 420-3-1-31, Alabama Administrative Code

3. That the whole of the land on Exhibit "A" shall not be subdivided until a public or private sanitary sewer is available or as permitted by the LAUDERDALE County Health Officer.

4. The owner and his successors in title shall install and maintain low water use type flush toilets, shower heads and other water saving fixtures where applicable, whether new or replacement fixtures as determined to be acceptable by the LAUDERDALE County Health Officer.

5. No repair, alteration or addition will be made to the approved alternative onsite sewage disposal system without written approval of the LAUDERDALE County Health Officer.

6. That these covenants shall run with the land and be binding on all present owners and future owners or occupants of said facility and the property on which it is situated until such time as the alternative sewage disposal system is no longer required by the LAUDERDALE County Board of Health through its Health Officer, the same being the occasion when the facility is connected to a public or private sanitary sewer system.

Edwin M. Kuyler
(OWNER'S SIGNATURE)

4/23/97
(DATE)

David P. Channing
(HEALTH OFFICER AUTHORIZED REPRESENTATIVE SIGNATURE)

11-1-96
(DATE)

00000000000000000000

Judge of Probate, Lauderdale County, Ala.

EXHIBIT "A"

97-178 4
EXHIBIT 97-178 4

All property in the survey of Bluff View Condominiums a map or legal description of which is recorded in Map Book 6 Page 229 or in the Probate Office of LAUDERDALE County, Alabama.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

From the original survey of Bluff View Condominiums

9718
FINDS 9718 PERMITS 5

OWNER'S CERTIFICATION

I, Tony McDougle owner of the alternative onsite sewage disposal system in the attached application, certify that the onsite sewage disposal system will receive sewage effluent as defined in Onsite Sewage Disposal and Subdivisions Rules, Chapter 420-3-1. I also certify that the alternative system will be installed according to the approved design and specifications, that the completed installation will be certified by an engineer and that adequate maintenance will be provided for the system.

Signed: *Tony McDougle*

Address: 100 E. 4th Street
Sheffield, AL 35660

Phone: 381-5364

Date: 4-23-97

STATE OF ALABAMA
LAND REVENUE
DEPARTMENT
MONTGOMERY, ALABAMA
APR 24 9 32 AM '97

00000055

Judge of Probate, Handwritten County, Spencer, Ala.