

WILLOWBROOK AT THE CLUB TOWNHOUSES OWNERS ASSOCIATION

THESE BY-LAWS of Willowbrook at the Club Townhouses Owners Association are promulgated pursuant to the Condominium Ownership Act of Alabama (the "Act") for the purpose of governing Willowbrook at the Club Townhouses Owners Association (the "Association") and the administration of Willowbrook at the Club Townhouses (the "Property"), which has been constituted a condominium. The terms used herein are defined in the Declaration by which the Property has been so constituted, and these By-Laws incorporate and are subject to the provisions of said Declaration.

ARTICLE I

OWNERS

A. Membership. Every Owner shall be a member of the Association. A person who holds title to a Dwelling merely as security for payment of a debt shall not be entitled to exercise the rights of an Owner unless such person holds a proxy conferring such rights.

B. Voting. Each Owner shall be entitled to cast one vote for each Dwelling owned as is provided by Exhibit "B" attached to the Declaration.

C. Quorum. A majority of the Owners shall constitute a quorum for the transaction of business at meetings of the Owners.

D. Consents. Any action which may be taken by a vote of the Owners may also be taken by written consent to such action signed by all Owners.

E. Organizational Meeting. The organizational meeting of the Association shall be held at such time as Declarant deems appropriate but no later than thirty (30) days following the day on which Declarant ceases to own any Dwelling.

F. Annual Meetings. An annual meeting of the Owners shall be held on the third Tuesday of the first month of each fiscal year of

the Association, beginning with the first fiscal year following the fiscal year in which the organizational meeting is held, or at such other time during each fiscal year as may be determined by a vote of a majority of the Owners. Any business which is appropriate for action of the Owners may be transacted at an annual meeting.

G. Special Meetings. Special meetings of the Owners may be called at any time by the President of the Association or by a majority of the Board of Directors and shall be called upon the written request of a majority of the Owners. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Owners waive notice of any additional business.

H. Notice of Meetings. Written notice of every annual or special meeting of the Owners stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Owner not fewer than ten (10) days nor more than thirty (30) days in advance of the meeting. Notice of a meeting shall be deemed to be properly given to an Owner if such notice is deposited in the U.S. Mails, postage prepaid, addressed to such Owner at the address on the books of the Association. Failure to give proper notice of a meeting of the Owners shall not invalidate any action taken at such meeting unless an Owner who was not given proper notice objects in writing to the lack of proper notice within thirty (30) days following such meeting, in which case the action to which such Owner objects shall be void.

I. Waiver of Notice. Waiver of notice of a meeting of the Owners shall be deemed the equivalent of proper notice. Any Owner may in writing waive notice of any meeting of the Owners either before or after such meeting. Attendance at a meeting by an Owner, whether in person or by proxy, shall be deemed waiver by such Owner of notice of the time, date and place thereof unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

J. Place of Meeting. All meetings of the Owners shall be held upon the property or at such other place within the country in which the Property is situated and convenient to the Owners as the President of the Association or the Board of Directors may direct.

K. Adjournment. Any meeting of the Owners may be adjourned from time to time for periods not exceeding forty-eight (48) hours by vote of Owners holding a majority of the votes represented at such meeting at the time such adjournment vote is taken, regardless of whether a quorum is present at such time. Any business which could properly be transacted at the original session of a meeting may be transacted at an adjourned session, and no additional notice of adjourned sessions shall be required.

K. Order of Business. The order of business at all meetings of the Owners shall be as follows:

1. Roll call.
2. Proof of proper notice of the meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Report of the Board of Directors.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of election (when required).
8. Election of Directors (when required).
9. Unfinished business.
10. New business.

M. Minutes of Meetings. The Secretary of the Association shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Owners. Such minutes shall be made available for examination and copying by any Owner at any reasonable time.

N. Who May Act for an Owner. In the absence of a valid proxy, an individual shall act in his own behalf, a corporation shall act by any officer thereof, a partnership shall act by any general partner thereof, an association shall act by any associate thereof, a trust shall act by any trustee thereof, and any other legal entity shall act by any managing agent thereof. When an Owner consists of two or more persons, any one of such persons shall be deemed

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authorized to act for all in taking any action on behalf of such Owner unless another of such persons objects, in which case the vote of such Owner shall not be counted.

O. Proxies. Any Owner may by written proxy designate an agent to cast the votes of such Owner. Unless otherwise stated therein, a proxy shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. A proxy may be recoverable or irrevocable but shall be deemed revocable at will unless otherwise specified therein. No proxy shall be honored until delivered to the Secretary of the Association.

ARTICLE II

BOARD OF DIRECTORS

A. Form of Administration. The administration of the Association and the Property shall be vested in a Board of Directors consisting of seven (7) Directors elected from the Owners.

B. Authorities and Duties. The authorities and duties of the Board of Directors shall include the following:

1. To provide for the surveillance and security of the property;
2. To provide for the maintenance, repair and replacement of the Common Elements;
3. To employ and discharge the persons necessary for the operation, maintenance, repair and replacement of the Common Elements;
4. To collect from the Owners their respective shares of the Common Expenses;
5. To insure the Elements as hereinafter provided;
6. To enact reasonable regulations governing the operation and use of the Common Elements;
7. To enforce the terms of the Act, the Declaration and these By-Laws and the Regulations promulgated pursuant hereto as hereinafter provided; and
8. To administer the Association and the Elements on behalf of and for the benefit of all Owners.

C. Qualification. Only an individual who is an Owner, or who together with another person or persons is an Owner, or who is an

officer or designee of a corporation, a general partner of a partnership, an associate of an association, a trustee of a trust, or a managing agent of any other legal entity which is an Owner, or which together with another person or other persons is an Owner, may be elected or continue to serve as a Director of the Association. A Dwelling shall be represented by no more than one Director, but an Owner who owns more than one Dwelling may be represented by a Director for each of such Dwellings.

D. Election and Term. The initial Board of Directors shall be elected at the organizational meeting of the Association. A new Board of Directors shall be elected at each annual meeting of the Owners thereafter. In elections of Directors, Owners shall be entitled to cumulate their votes (each Owner shall have his vote times the number of Directors to be elected at the meeting) and cast the same for one or more candidates if they so desire. A Director shall be deemed to continue in office until his successor has been elected and has assumed office and a Director may be elected to succeed himself.

E. Removal. A director may be removed from office with or without cause by the affirmative vote of a majority of the Owners, but no Director shall be removed if the Owners voting against his removal would have been able to elect him by voting cumulatively in the election of Directors in which such Director was most recently elected. The unexpired portion of the term of any Director so removed shall be filled by a new Director elected by the affirmative vote of a majority of the Owners.

F. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by the Owners shall be filled by a new Director elected by the affirmative vote of a majority of the remaining Directors even though such remaining Directors do not constitute a quorum.

G. Voting. Each Director shall have one (1) vote on all matters acted upon by the Board of Directors. The vote of a Director shall be cast only by such Director personally at a meeting of the

Board of Directors convened in accordance with these By-Laws. Proxies shall not be permitted in any vote of the Board of Directors. The affirmative vote of a simple majority of the Directors present at a meeting at which a quorum has been established shall be sufficient for any action unless otherwise specified in these By-Laws.

H. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Once a quorum has been established at a meeting of the Board of Directors, a quorum shall be deemed to continue to be present until the meeting is adjourned by a vote of a majority of the Directors present, regardless of the earlier departure of one or more Directors.

I. Consents. Any action which may be taken by a vote of the Board of Directors may also be taken by written consent to such action signed by all Directors.

J. Referendum. Any action taken by vote of a majority of the Owners shall be binding upon the Board of Directors and shall supercede any inconsistent action previously or thereafter taken by the Board of Directors, but no such action by the Owners shall impair the enforceability of any contract duly authorized or entered into by the Board of Directors, pursuant to authority granted in the Act, the Declaration, or these By-Laws.

K. Annual Meetings. An annual meeting of the Board of Directors shall be held during each fiscal year within ten (10) days following the annual meeting of the Owners. The time, date, and place of the annual meeting of the Board of Directors shall be fixed at the annual meeting of the Owners by mutual agreement of a majority of the Directors present at such meeting, and no further notice thereof shall be necessary. Any business which is appropriate for action of the Board of Directors may be transacted at an annual meeting.

L. Regular Meeting. Regular meetings of the Board of Directors shall be held at such times, dates and places as the Board of Directors may determine from time to time, but at least three

regular meetings shall be held each fiscal year. Any business which is appropriate for action of the Board of Directors may be transacted at a regular meeting.

M. Special Meetings. Special meetings of the Board of Directors shall be called from time to time by the President of the Association, if needed, and shall be called upon the written request of one-third of the Directors. Only such business as is stated in the notice of meeting shall be transacted at a special meeting unless all Directors waive notice of any additional business.

N. Notice of Meeting. Written notice of every regular or special meeting of the Board of Directors stating the time, date and place of the meeting and, in the case of a special meeting, the business proposed to be transacted shall be given to every Director not fewer than three nor more than ten days in advance of the meeting. Notice of a meeting shall be deemed to be properly given to a Director if such notice is deposited in the U.S. Mails, postage prepaid, addressed to such Director at the address on the books of the Association. Failure to give proper notice of a meeting of the Board of Directors shall not invalidate any action taken at such meeting unless a Director who was not given proper notice objects in writing to the lack of proper notice within thirty days following such meeting, in which case the action to which such Director objects shall be void.

O. Waiver of Notice. Waiver of notice of a meeting of the Board of Directors shall be deemed the equivalent of proper notice. Any Director may in writing waive notice of any meeting of the Board of Directors either before or after such meeting. Attendance at a meeting by a Director shall be deemed waiver by such Director of notice of the time, date and place thereof unless such Director specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business of which proper notice was not given is put to a vote.

P. Place of Meeting. All meetings of the Board of Directors shall be held upon the Property or at such other place within five miles of the Property and convenient to the Directors as the President of the Association or the Board of Directors may direct.

Q. Recess. Any meeting of the Board of Directors may be recessed from time to time for periods not exceeding two hours by a vote of the majority of the Directors present at the time of such vote, regardless of whether a quorum is present. Any business which could properly be transacted at a subsequent session following a recess of such meeting, and no additional notice of such subsequent sessions, shall be required.

R. Minutes of Meetings. The Secretary of the Association shall prepare, or cause to be prepared, and keep accurate minutes of every meeting of the Board of Directors. A copy of such minutes shall be distributed to each Owner within thirty days following each meeting, and all such minutes shall be made available for examination and copying by any Owner at any reasonable time.

S. Compensation. The Directors shall serve without compensation but shall be entitled to reimbursement of expenses by the Association when the same are incurred in the conduct of their duties.

ARTICLE III

OFFICERS

A. Designation. The Association shall have a President, a Vice-President, a Secretary and a Treasurer. The Association may also have one or more assistants to the Secretary and to the Treasurer and such other officers as may be necessary from time to time. The offices of the Secretary and the Treasurer may be filled by the same individual.

B. Qualifications. The President and the Vice-President must be Directors, and all other officers must be individuals who are qualified to be Directors.

C. Election and Term. Officers of the Association shall be elected at each annual meeting of the Board of Directors and at such other times as may be required to fill vacancies in any office.

All officers shall serve until their successors have been elected and assumed office unless sooner removed as hereinafter provided. An officer may be reelected to any number of terms.

D. Removal. Any officer may be removed from office at any time with or without cause by the Board of Directors or by the Owners. An officer removed by the Owners shall be replaced only by the Owners.

E. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors at which he is present. He shall have all of the general powers and duties which are usually vested in the office of president of an unincorporated association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

F. Vice-President. The Vice-President shall take the place and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President or the Vice-President is able to act, the Board of Directors shall appoint some other Director to take the place and perform the duties of the President on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

G. Secretary. The Secretary shall keep the minutes of all meetings of the Owners and of the Board of Directors, shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties incident to the office of Secretary of an unincorporated association.

H. Treasurer. The Treasurer shall have custody of and responsibility for Association funds and securities and shall keep books belonging to the Association. If a Manager is employed as hereinafter provided, custody of the association funds and securities and responsibility for maintaining full and accurate accounts of all receipts

and disbursements may be delegated to the Manager if the Board of Directors so approve, but in such case the Treasurer shall verify the amounts of Association funds and securities in the custody of the Manager and review and reconcile the accounts maintained by the Manager at such intervals as may be determined by the Board of Directors.

I. Compensation. The officers may receive such compensation as the Owners may determine and shall be entitled to reimbursement by the Association for expenses incurred in the conduct of their duties.

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ARTICLE IV

MANAGER

A. Employment. The Board of Directors may employ a Manager to assist in or take charge of the administration of the Association and the Property.

B. Qualification. The Manager may be an individual or a corporation or other legal entity. No individual who is a Director or an officer of the Association or who resides in the home of a Director or an officer of the Association shall be the Manager.

C. Authority and Duties. The Manager shall have such authority and duties as may be determined by the Board of Directors and shall report to the Board of Directors or to the President, as the Board of Directors may determine.

D. Compensation. The Manager shall receive such compensation as the Board of Directors may determine.

ARTICLE V

FINANCES

A. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Owners shall otherwise determine.

B. Budget. The Board of Directors shall prepare and submit to the Owners at each annual meeting of the Owners a proposed budget for the Association for the fiscal year in which the meeting is held. Developer shall prepare and submit the first proposed budget at the organizational meeting of the Association. The proposed budget shall

set forth with particularity the anticipated Common Expenses for the fiscal year and the amount of money needed to establish reserves, if any, for the payment of future or unforeseen Common Expenses.

C. Approval of Budget. The proposed budget, as it may be amended upon motion of any Owner, shall be submitted to a vote of the Owners and when approved by the affirmative vote of a majority of the Owners shall become the budget of the Association for the fiscal year (the "Budget"). The terms of the Budget shall be binding upon the Board of Directors until such terms are amended by action of the Owners.

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D. Regular Assessments. The funds required by the Budget shall be collected from the Owners by the Board of Directors in equal monthly or quarterly assessments as the Board of Directors may determine.

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E. Special Assessments. The funds required from time to time to pay any Common Expenses which are not covered by the Budget but which are approved by the Owners will be collected from the Owners by the Board of Directors in such installments as the Owners shall determine.

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F. Individual Assessments. Any payments to the Association which one or more, but less than all, of the Owners shall be obligated to make pursuant to the terms of the Declaration or these By-Laws shall be due upon demand and shall be collected by the Board of Directors.

G. Collection. Owners shall be personally liable for all assessments and shall pay the same promptly when due. The Board of Directors shall take prompt and appropriate action to collect by suit, foreclosure or other lawful method any overdue assessment. If any overdue assessment is collected by attorney or by action at law, the Owner owing the same shall be required to pay all reasonable costs of collection, including attorney's fees.

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H. Penalty. Assessments not paid within fifteen days of when due shall bear a penalty of five dollars (\$5.00) plus an amount equal to one percent (1%) of the assessment not paid per month from

the date when due. The penalty shall be added to and collected in the same manner as the assessment. ~~For purposes of this paragraph only, an unpaid assessment shall not be deemed overdue until the Board of Directors has delivered to the Owner owing the same a demand for payment, unless the Board of Directors has within thirty (30) days prior to the date when due delivered to said Owner a written notice of the amount and the date due, in which case no further demand shall be necessary.~~ The Board of Directors may in its discretion waive all or any portion of a penalty or interest imposed pursuant to this paragraph if it affirmatively appears that the failure to pay the assessment when due was caused by circumstances beyond the control of the Owner.

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I. Accounts. The Board of Directors shall maintain on behalf of the Association a checking account with a state or federally chartered bank having an office in the county where the Property is situated. The Board of Directors may also maintain on behalf of the Association an interest-bearing savings account with a state or federally chartered bank, savings and loan association or building and loan association. All funds of the Association shall be promptly deposited in one of said accounts, except that the Board of Directors may maintain a petit cash fund of not more than fifty (\$50.00) dollars for payment of minor current expenses of the Association. The books and records relating to any account of the Association shall be made available for examination and copying by any Owner at any reasonable time.

J. Payments. The Board of Directors shall provide for payment of all debts of the Association from the funds collected from the Owners. Expenditures specifically approved in the Budget may be paid without further approval unless the Board of Directors shall otherwise determine. All other expenditures which are in excess of fifty (\$50.00) dollars shall be reviewed and approved by the President or the Board of Directors before payment is made. All checks and requests for withdrawals drawn upon any account of the Association shall be signed by the President and the Treasurer or by any two alternate officers of the Association. If a Manager

is employed, the Board of Directors may authorize the Manager to draw checks upon the account of the Association to pay expenditures specifically approved in the Budget. The Board of Directors may also authorize the Manager to make disbursements from the petit cash fund, if any.

ARTICLE VI

MAINTENANCE AND IMPROVEMENTS

A. Maintenance by the Board of Directors. The Board of Directors shall provide for the maintenance, repair and replacement of the Common Elements and shall employ and dismiss the personnel required for such maintenance, repair and replacement.

 B. Maintenance by Owners. Each Owner shall maintain his Dwelling, including the hearing and air conditioning equipment and the electrical wiring and water and sewer pipes serving such Dwelling, exclusively, in good condition and repair.

C. Default by Owner. In the event that any Owner fails to perform the maintenance required of such Owner by these By-Laws or by any lawful regulation enacted pursuant hereto and such failure creates or permits a condition which is hazardous to life, health or property or which unreasonably interferes with the rights of another Owner or which substantially detracts from the value or appearance of the Property, the Board of Directors shall, after giving such Owner reasonable notice and opportunity to perform such maintenance, cause such maintenance to be performed and shall charge all reasonable expenses of so doing to such Owner by an individual assessment.

D. Expenses. Except as hereinafter provided, the expenses of all maintenance, repair and replacement provided by the Board of Directors shall be Common Expenses. The expenses of maintenance, repair or replacement which are necessitated by (i) the failure of an Owner to perform the maintenance required by these By-Laws or by any lawful regulation enacted pursuant hereto, or (ii) the willful act, neglect or abuse of an Owner shall be charged to such Owner by an individual assessment.

 E. Improvements. The Board of Directors shall provide for

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the making of such improvements to the Common Elements as may be approved from time to time by two-thirds of the Owners. The cost of such improvements shall be Common Expenses; provided, however, that no Owner shall without his consent be assessed in any one year for the making of improvements to the Common Elements an amount in excess of one percent (1%) of the cost at the time of the purchase of his Dwelling.

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ARTICLE VII

INSURANCE

A. Hazard Insurance. The Board of Directors shall not insure the Dwellings of the individual Owners against hazards and risks normally covered by a standard hazard policy, including fire and lightning, the hazards and risks covered by "extended coverage," and vandalism and malicious mischief and this shall be the responsibility of the individual Owners of the Dwellings.

B. Liability Insurance. The Board of Directors shall obtain premises liability insurance on the Common Elements providing for a single-limit indemnity of not less than one-half million dollars (\$500,000.00) and covering bodily and personal injury and property damage. Such liability insurance shall cover claims of one or more Owners against one or more other Owners as well as claims of third parties against one or more Owners, but covering claims only arising on the Common Elements. The Board of Directors shall not be required, however, to obtain public liability insurance covering accidents occurring within the limits of a Dwelling or off the Property. If available at reasonable cost, the Board of Directors shall cause to be included in the policy of liability insurance, premises medical payment coverage.

C. General Provisions. All insurance obtained on the Property by the Board of Directors shall be written in the name of the Board of Directors as Trustees for the Owners, and the cost of such insurance shall be a Common Expense. All such insurance shall be obtained from a company or companies licensed to do business in the State of Alabama and rated "AAA" or better by Best's Insurance

Reports. No such insurance shall be permitted to expire except upon resolution of a majority of the Owners to that effect.

D. Policy Provisions. All policies of liability insurance on the Common Elements obtained by the Board of Directors as trustees for the Owners, shall provide:

1. The policy shall not be cancelled without thirty (30) days prior written notice to the Board of Directors.

2. No Owner shall be prohibited from insuring his own Dwelling for his own benefit.

3. No insurance obtained by an Owner on his own Dwelling shall be brought into contribution with the insurance obtained by the Board of Directors.

4. No right of subrogation shall exist against any Owner or members of his household or his social guests.

5. The policy shall not be cancelled on account of the actions of one or more, but fewer than a majority of the Owners.

E. Insurance by Owners. Each Owner shall be responsible for obtaining such amounts of the following types of insurance as he deems necessary or desirable:

1. Hazard insurance on his Dwelling for his own benefit.

2. Hazard Insurance on the contents of his Dwelling and on improvements made to his Dwelling.

3. Liability insurance covering accidents occurring within the boundaries of his Dwelling.

ARTICLE VIII

RESTRICTIONS AND REGULATIONS

A. Restrictions. The use of the Property shall be subject to the following restrictions:

1. Dwellings shall be used only as single-family residences. No Owner shall rent or lease less than all of his Dwelling. No Dwelling shall be leased or rented for a term of less than one year without the express approval of the Board of Directors.

2. No Owner shall maintain or permit any nuisance within his Dwelling or unreasonably interfere with the use and enjoyment of the Property by any other person entitled to the same by creating anywhere on the Property or permitting within his Dwelling the creation of excessive noise, smoke or offensive odors. No person shall maintain on the Property and no Owner shall permit within his Dwelling any condition which is unreasonably hazardous to the life, health or property of any other person.

3. No person shall make any additions or perform any work upon the Common Elements or otherwise alter the Common

Elements without the express authorization of the Board of Directors.

4. No person shall conduct any business in his Dwelling of permit the same to be conducted.

B. Regulations. The Board of Directors shall adopt and amend from time to time such reasonable Regulations ("Regulations") governing the operation and use of the Common Elements as they may deem necessary or desirable. The operation and use of the Common Elements shall be governed by the Regulations appended to these By-Laws until such Regulations are amended or repealed by the Board of Directors. It shall not be necessary to record the Regulations, but no Owner shall be bound by any newly adopted regulation or any amendment or repeal of an existing regulation until a copy of the same has been delivered to such Owner.

C. Enforcement. The Board of Directors shall enforce the terms of the Declaration and these By-Laws, and the Regulations promulgated pursuant hereto, and shall take prompt and appropriate action to correct any violations of the same. In addition to any other remedy to which the Association or any Owner may be entitled, the Board of Directors may impose against an Owner reasonable fines not to exceed a total of ten dollars (\$10.00) per day for any violation of the terms of the Declaration, these By-Laws, or of the Regulations promulgated pursuant hereto. Such fines shall be collected by individual assessment. Each day during which a violation occurs or continues shall be deemed a separate offense.

D. Responsibility of Owners. Each Owner shall be deemed responsible for the conduct of members of his household and his tenants, agents, and guests, but the responsibility of the Owner shall not relieve any member of his household or any of his tenants, agents or guests for any liability to the Association or to an Owner for his own acts.

ARTICLE IX

LIABILITIES AND INDEMNIFICATION

A. Liability of Owners. No Owner shall be liable upon a debt or tort of the Association for an amount in excess of such portion

of the total liability of the Association which bears the same ratio to the total liability as the percentage interest of such Owner in the Common Elements bears to the whole. All correspondence of the Association and all contracts executed by the Association shall incorporate the following recital:

Willowbrook at the Club Townhouses Owners Association is an unincorporated association established pursuant to the Condominium Ownership Act of Alabama. No member of the Association shall be liable upon a debt of the Association for an amount in excess of such portion of the debt which bears the same ratio to the total debt as the number of votes in the Association to which the member is entitled bears to the total number of votes in the Association to which all members are entitled.

B. Indemnification among Owners. Each owner shall be entitled to contribution from an indemnification by every other Owner to the extent that such Owner is required to and does discharge any portion of any liability of the Association in excess of such Owner's proportionate share thereof, except that no Owner shall be required to provide contribution or indemnification on account of a debt which was liquidated in amount and due and payable prior to the time such Owner became an Owner.

C. Liability of Directors and Officers. No Director or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Director or officer in the course of his duties unless such Director or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Act, the Declaration, or these By-Laws.

D. Indemnification of Directors and Officers. The Association shall indemnify and defend each Director and each officer of the Association from any liability claimed or imposed against him by reason of his position or actions as a Director or officer of the Association, if all of the following conditions are satisfied:

1. Such Director or officer is not required to bear such liability by the terms of the Act, the Declaration, or these By-Laws;
2. Such Director or officer gives the Association adequate notice of the claim or imposition of liability to permit the Association reasonable opportunity to defend against the same; and
3. Such Director or officer cooperates with the Association in defending against the liability.

The expense of indemnifying a Director or officer shall be a Common Expense and shall be borne by all the Owners, including such Director or Officer, in proportion to their respective interests in the Common Elements.

ARTICLE X

SEAL AND SIGNATURES

A. Seal. The Association shall have a seal inscribed with the name of the Association and such other information as the Board of Directors may determine. The Secretary of the Association shall have custody of the seal and shall affix and attest the same upon such documents as the Board of Directors may direct.

B. Attestation of Documents. The presence of the Association seal, attested by the Secretary or an Assistant Secretary of the Association on any contract, conveyance or any other document executed on behalf of the Association shall attest:

1. That the Association seal affixed to the document is, in fact, the seal of the Association.

2. That any officer of the Association executing the document does, in fact, occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the Association, and that the signature of such officer subscribed to the document is genuine; and

3. That the execution of the document on behalf of the Association has been duly authorized.

C. Certification of Documents. When the seal of the Association is affixed to any document relating to the Property or the Association and is attested by the Secretary or an Assistant Secretary of the Association, a third party without knowledge or reason to know to the contrary may rely on such document as being what it purports to be.

D. Certification of Actions and Facts. When a written statement setting forth (i) actions taken by the Owners or by the Board of Directors, or (ii) facts relating to the property or the Association as determined by the Board of Directors is executed by the Secretary or an Assistant Secretary of the Association and bears the seal of the Association, a third party without knowledge or reason to know to the contrary may rely on such statement as factually true and correct.

E. Absence of Seal. The absence of the seal of the Association from any contract, conveyance or other document executed on behalf of the Association shall not impair the validity of such contract, conveyance or document or of any action taken pursuant thereto or in reliance thereon, but the person relying on the same shall bear the burden of establishing that the execution of the same was duly authorized and accomplished on behalf of the Association.

ARTICLE XI

AMENDMENTS

A. Procedure. These By-Laws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds of the total interest in the Common Elements. No amendment shall be effective unless and until recorded as an amendment to the Declaration in accordance with the Act.

B. Effect. All Owners, tenants of Owners, employees of Owners and tenants, and any other person that may in any manner use the property or any part thereof shall be bound to abide by any amendment to these By-Laws duly adopted and recorded as specified herein.

ARTICLE XII

MISCELLANEOUS

A. Record of Ownership. Any person who acquires title to a Dwelling, except a person who acquires title to a Dwelling merely as security for a debt, shall promptly inform the Board of Directors of the identity and the mailing address of such person and the date upon which and manner in which title to the Dwelling was acquired. The Board of Directors shall maintain a record of the names and addresses of all Owners and of the dates upon which they acquired title to their Dwellings.

B. Notices. Any notices or documents placed in the mail receptacle or affixed to the front door of a Dwelling by or at the direction of the Board of Directors shall be deemed delivered to the Owner of such Dwelling, unless the Owner of such Dwelling has

previously specified to the Board of Directors in writing another address for delivery of such notices and documents. Any notice or document addressed to the Board of Directors and delivered to any Director by or at the direction of an Owner shall be deemed delivered to the Board of Directors.

C. Waiver. No provision of these By-Laws or of the Regulations promulgated pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

D. Conflicts. In the event of any conflict between these By-Laws and the Act or the Declaration, the Act or the Declaration shall control, as appropriate. In the event of a conflict between these By-Laws and the Regulations promulgated pursuant hereto, these By-Laws shall control.

E. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder hereto.

F. Captions. 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 By-Laws or the intent of any provisions hereof.

G. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter and the singular and the plural whenever the context requires or permits.

This, the 7th day of April, 1982.

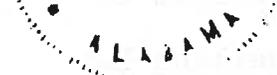
JAMES GRANT COMPANY, INC.,
a corporation

By: James W. Grant, III
James W. Grant, III,
President

ATTEST:

Rose B. Grant

(Corporate Seal)



REGULATIONS
OF
WILLOWBROOK AT THE CLUB TOWNHOUSES

1. No personal property, other than vehicles properly parked in a parking space, shall be stored or left unattended on any portion of the Common Elements.

2. No trash, refuse or junk shall be thrown or placed on any portion of the Common Elements except in appropriate receptacles provided therefor.

3. No clothing or bedding shall be hung or spread for drying or airing outside a Dwelling on the Common Elements.

4. No sunbathing shall be done on any portion of the Common Elements.

5. No dogs, cats or other pets shall be permitted upon the Common Elements unless on leash and attended by some responsible individual. No such pet shall be permitted to leave its droppings upon any portion of the Common Elements.

31.50
Wade
Boyer

Filed this 7 day of Apr 1882 M. S. 82 Mtg. Tax
\$ Deed Tax Paid, Recorded Mini Book 66 Page 963
R. J. Stembard Judge of Probate No. 12217
HOUSTON COUNTY, ALABAMA

APR 7 1982
28 11 1982

DECLARATION

STATE OF ARIZONA

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Maricopa, Arizona.

Witness my hand and seal of office this _____ day of _____, 20____.

County Clerk

STATE OF ALABAMA:
HOUSTON COUNTY:

: DECLARATION OF WILLOWBROOK AT
: THE CLUB TOWNHOUSES,
: A CONDOMINIUM

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THE UNDERSIGNED, being the holder of title of record to the real property situated, lying and being in Houston County, Alabama, the legal description of which is attached hereto and made a part hereof and labeled in Exhibit "A," hereby states and declares that said property is subject to condominium ownership pursuant to the Condominium Ownership Act of Alabama, Chapter 8, Title 35, Code of Alabama, 1975, as amended, hereinafter referred to as the Condominium Act, the provisions of which said Act are hereby incorporated herein, and does herewith file for record this declaration. Definitions of terms used herein are as follows:

ARTICLE I

THE PROPERTY

A. Property. As used herein, the term "property" means and includes the land hereinafter identified and all improvements and structures now existing or hereafter placed by Declarant thereon, all easements, rights and appurtenances belonging thereto, and articles of personal property now or hereafter provided by Declarant and intended for use in connection therewith.

B. Land. The land ("Land") which is the subject of this Declaration is that certain tract or parcel described in Exhibit "A" attached hereto, and the Common Elements as shown and delineated on the plat of survey entitled "Willowbrook At The Club" filed for record in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 55. Private Elements A-1 to A-4, B-1 to B-5, C-1 to C-5, and D-1 to D-4, together with the Common Elements, are all owned by the Declarant in fee simple, subject to certain liens and encumbrances.

C. Units or Dwellings. The word "dwelling" means "a unit" as defined in the Act and means the private element of the condominium property, together with the undivided interest in the Common Elements

which are assigned thereto in this Declaration, or any amendment thereof. The dwelling shall encompass and include all that portion of the building and the lot of land on which it is located as designated in the plat (or as the same may be amended) and includes the real estate designated as a lot in the plat and all improvements constructed thereon or to be constructed thereon in accordance with said plat. Declarant has constructed, or will hereafter construct, as a part of said property, eighteen dwellings. Block A contains four dwellings connected by a common wall; Block B contains five dwellings connected by a common wall; Block C contains five dwellings connected by a common wall; and Block D contains four dwellings connected by a common wall, each as described and shown as to number, location and immediate common area to which they have access on the plat.

D. Party Walls.

1. The party walls subject to this Declaration shall be those walls now constructed and contained according to the plat being enumerated as follows:

- a. Party wall between Lots 1 and 2, Block A
- b. Party wall between Lots 2 and 3, Block A
- c. Party wall between Lots 3 and 4, Block A
- d. Party wall between Lots 1 and 2, Block B
- e. Party wall between Lots 2 and 3, Block B
- f. Party wall between Lots 3 and 4, Block B
- g. Party wall between Lots 4 and 5, Block B
- h. Party wall between Lots 1 and 2, Block C
- i. Party wall between Lots 2 and 3, Block C
- j. Party wall between Lots 3 and 4, Block C
- k. Party wall between Lots 4 and 5, Block C
- l. Party wall between Lots 1 and 2, Block D
- m. Party wall between Lots 2 and 3, Block D
- n. Party wall between Lots 3 and 4, Block D

all as shown on the plat.

2. General rules of law to apply. To the extent not inconsistent with this Declaration, the general rules of Alabama law

regarding ownership, use and maintenance of party walls and the rights, obligations and liabilities of party wall owners shall apply hereto.

3. Use of party walls. The owners of each lot, their heirs, successors and assigns, shall have the right to use each party wall jointly with the owners of contiguous lots joined by a party wall, their heirs, successors and assigns.

4. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared by owners who have the right to the use of said wall in equal proportion to their right of use.

5. Damage or Destruction to Party Walls. Should a party wall at any time be damaged or destroyed by fire or other casualty while both adjoining owners have a right to use as aforesaid, the same shall be repaired or rebuilt at their joint and equal expense; provided, that this is without prejudice to the right of any such owner to call a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions, and without prejudice to the claim of any owner or party in interest for payment under any insurance policy.

6. Weatherproofing. Notwithstanding any other provision of this Declaration, any owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of restoring the wall to furnish necessary protection against such elements.

7. Right to Contribution runs with Land. The right of any owner to contribution from any other owner for repair or rebuilding or a party wall shall run with and be appurtenant to the land, and cannot be terminated in any manner except by the joint agreement of the fee simple owners of both lots joined by a party wall.

E. Common Elements. All portions of the property not encompassed and included in each dwelling as herein defined are a part of the Common Elements and facilities (the "Common Elements") of the property,

and the Common Elements are those that are shown, marked, and

identified as such on the plat. These Common Elements include the land on which the Common Elements are shown and are to be used as parking area, walks, lawns, trees, and shrubs as is shown on the plat or as prescribed by the By-Laws. All other parts of the property outside of each building, as defined herein, necessary or convenient to its existence, maintenance and safety, or normally in common use, are part of the Common Elements. Ownership of Common Elements is apportioned among and appurtenant to the individuals' dwellings in the percentage as set out in Exhibit "B." The percentage of the undivided interest in the Common Elements shall not be separated from the dwelling to which it appertains and shall be deemed to be conveyed or encumbered with the dwelling even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner's right and accessment to the Common Elements appear to be almost equal and therefore the percentages of ownership in the Common Elements are equally assessed and as shown on Exhibit "B." Each Owner is liable for his equal share of the common expense and is entitled to an equal share of any surplus created by reason of such ownership.

F. Use. Each dwelling is intended and restricted to use as a single family residence.

G. Name. The name by which the property shall be known is "Willowbrook At The Club Townhouses, a condominium."

ARTICLE II

THE ASSOCIATION

A. Formation. Every owner, as hereinafter defined, shall be a member of and constitute the Association of Condominium Owners (the Association), an unincorporated association which shall be managed by a Board of Directors (the Board of Directors), elected by and from the Owners and by a professional manager (the Manager), if the Board of Directors so elect.

B. Name. The name of the association of condominium owners shall be "Willowbrook At The Club Townhouses Owners Association."

C. Owner. As used herein, the term "Owner" means an individual, corporation, partnership, association, trustee or other legal entity, or any combination thereof, who owns a Dwelling.

D. By-Laws. The association and administration of the property embraced in the Common Elements shall be governed by the By-Laws (the By-Laws) annexed hereto. The By-Laws may be modified or amended only in the manner set forth in Article VII thereof.

E. Voting. On all matters relating to the Association or to the Common Elements upon which a vote of the Owners is conducted, the Owners shall vote in proportion to their respective interests in the Elements as set forth in Exhibit "B." All action taken by a vote of the Owners shall be by the affirmative vote of a majority of the Owners, as hereinafter defined, unless a different majority is specified in this Declaration or in the By-Laws.

F. Majority. Whenever used in this Declaration, "Majority of the Owners" means Owners with fifty-one percent (51%) or more of the votes in accordance with the percentages of interest in the Elements owned by them.

G. Binding Effect. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages established in the Act, this Declaration, or the By-Laws shall be deemed to be binding on all Owners.

H. Actions. Without limiting the rights of any Owners, actions may be brought by the Manager or the Board of Directors, in either case in the discretion of the Board of Directors, on behalf of two or more Owners, as their respective interests may appear, with respect to any cause of action relating to the Elements.

ARTICLE III

COMMON EXPENSES

A. Expenses. The Owners shall bear in proportion to their respective interests in the Common Elements the following expenses (Common Expenses):

1. Expenses of administration, maintenance, repair or replacement of the Elements.

2. Expenses declared to be Common Expenses by the Act, this Declaration, or by the By-Laws; and

3. Expenses agreed upon as Common Expenses or lawfully assessed against the Owners as a group by the Association.

Declarant shall not be required to bear any portion of the Common Expenses on account of any interest in the Common Elements owned by the Declarant except to the extent that such interest is appurtenant to one or more dwellings which are completed and ready for occupancy.

B. Income. All income, rents, profits, and revenues received by the Association shall be applied and expended in the following order:

1. To the payment of expenses incurred in generating or collecting such income, rents, profits and revenues;
2. To the payment of Common Expenses;
3. To distributions to the Owners in proportion to their respective interests in the Elements.

C. Liability of Owner. No Owner may exempt himself from liability for his contribution towards the Common Expense by waiver of the use of enjoyment of the Elements or by abandonment of his Dwelling.

D. Liability of Grantee. In a voluntary conveyance the Grantee of a dwelling shall be jointly and severally liable with the Grantor for all unpaid assessments against the Grantor for the Grantor's share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor; however, any such Grantee shall be entitled to a statement from the Association setting forth the amount of the unpaid assessments against the Grantor in excess of the amount set forth therein.

E. Lien on Dwelling. All sums assessed by the Association but unpaid for the said share of the Common Expenses chargeable to any Dwelling shall constitute a lien on such dwelling prior and superior to all other liens except only (i) tax liens on the Dwelling in favor of the State, the County, the municipality and the special district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the Manager or the Board of Directors acting on behalf of the Owners, in like manner as a mortgage of

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real property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the Dwelling after the commencement of the foreclosure action, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Manager or the Board of Directors, acting on behalf of the Owners, shall have power to bid on the Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, encumber and convey the same. Suit to recover a money judgment for the unpaid Common Expenses shall be maintainable without foreclosure or waiving the lien securing the same.

F. Foreclosure Purchaser. Where the mortgagee of a first mortgage of record or other purchaser of a Dwelling obtains title to the Dwelling as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association chargeable to such Dwelling, which became due prior to the acquisition of title to such Dwelling by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Owners, including such acquirer, his successors and assigns.

G. Records. The Board of Directors shall keep, or cause to be kept, detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Owners at convenient hours of weekdays. All books and records shall be kept in accordance with good and accepted accounting practices and an outside audit shall be made at least once a year.

ARTICLE IV

EASEMENTS, COVENANTS AND RESTRICTIONS

A. Use of Property. Each Owner shall be entitled to the exclusive ownership and possession of his Dwelling and may use the Common Elements in accordance with the purpose for which they were intended

without hindering or encroaching upon the lawful rights of other Owners.

B. Utility Easements. There shall be appurtenant to each Dwelling a non-exclusive easement for use of all pipes, wires, cables, conduits, utility lines, flues and ducts serving such Dwelling and situated in any other Dwelling. Each Dwelling shall be subject to an easement in favor of other Dwellings for use of all pipes, wires, cables, conduits, utility lines, flues and ducts situated in such Dwelling and serving such other Dwellings.

C. Encroachments. If any portion of the Common Elements now encroaches upon any Dwelling, or if any such encroachment shall occur hereafter as a result of (i) settling of a Dwelling or Dwellings; (ii) repair, alteration or reconstruction of the Common Elements made by or with the consent of the Association; (iii) repair or reconstruction of a Dwelling or Dwellings following damage by fire or other casualty; or (iv) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Property remains subject to the Act.

D. Right of Access. The Association shall have the irrevocable right, to be exercised by the Manager or the Board of Directors, to have access to each Dwelling from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Dwelling.

E. Maintenance of Common Elements. The necessary work of maintenance, repair and replacements of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in the Act, this Declaration and the By-Laws.

F. Prohibited Work. No Dwelling Owner shall contract for or perform any maintenance, repair, replacement, removal or alteration of the Common Elements or any addition thereto except the Association or its Officers. No Dwelling Owner shall take or cause to be

taken any action within his Dwelling which would jeopardize the soundness or safeness of any part of the condominium property or impair any easement or right of any easement Owner or affect the Common Elements without the unanimous consent of all the Owners who are affected thereby.

G. Partition. The Common Elements shall remain undivided and no Owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of the Act in the manner therein provided. Any covenant to the contrary shall be null and void.

ARTICLE V

INSURANCE

The Manager or the Board of Directors shall have the authority to and shall obtain insurance for the Common Elements against loss or damage by fire and such other hazards under such terms and for such amounts as shall be required or requested. Such insurance coverage shall be written on the same in the name of the manager or the Board of Directors, as Trustee for each of the Owners in the percentages established in this Declaration. The premiums for such insurance shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each Owner to insure his own Dwelling for his benefit. There is no duty on the Board of Directors, the Manager, or the Association to furnish insurance for all or any of the dwellings.

ARTICLE VI

REPAIR AND RESTORATION

Except as herein provided, damage to or destruction of any portion of the Common Elements shall be promptly repaired or restored by the Manager or the Board of Directors. Each dwelling Owner shall have the responsibility of repairing and restoring his dwelling at his own expense.

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ARTICLE VII

AMENDMENTS

A. By Owners. This Declaration and the By-Laws may be amended from time to time by resolution adopted by the affirmative vote of the Owners of two-thirds of the tital interest in the Common Elements, subject to the following conditions:

1. No amendment by the Owners shall alter the dimensions of a Dwelling or the percentage of the interest in the Common Elements appurtenant thereto without the consent of the Owner of said Dwelling; and

2. No amendment by Declarant shall materially alter the plan of development set forth in the plat without the consent of all Owners affected thereby.

B. By Declarant. Declarant reserves the right to amend this Declaration and the By-Laws at any time without the consent of the Owners so long as Declarant owns any Dwelling, subject to the following conditions.

1. No amendment by Declarant shall divest an Owner of any portion of his Dwelling without the consent of such Owner; and

2. No amendment by Declarant shall materially alter the plan of development set forth on the plat without the consent of all Owners affected thereby.

C. Power of Attorney. Each Owner shall be deemed by his acceptance of a deed to a Dwelling to have consented to the powers of amendment herein reserved by Declarant and to any amendments previously or thereafter executed by Declarant pursuant thereto. Each Owner shall further be deemed by his acceptance of a deed to a Dwelling to have appointed Declarant his attorney-in-fact to give, execute, and record the consent of said Owner to any and all amendments to this Declaration which Declarant may wish to execute pursuant to the powers herein reserved.

D. Recording. No amendment to this Declaration shall be effective unless and until recorded in accordance with the Act.

ARTICLE VIII

DECLARANT

A. Rights and Powers. Declarant shall be entitled to exercise without the consent of the Owners, all powers granted to the Owners, to the Board of Directors by the Act, this Declaration, or by the By-Laws, and any action taken by the Owners or by the Board of Directors during such time shall be valid only if approved by Declarant. Declarant will be entitled to withhold approval of any such action for any reason.

B. Successors. The term "Declarant" as used in this Declaration and the By-Laws shall be deemed to include any person who succeeds the title of Declarant to any portion of the Property by sale or agreement of all the interest of Declarant in the Property, if the instrument of sale or assignment expressly so provides, or by exercise of the right of foreclosure or power of sale granted in or conveyed by mortgage, deed of trust or deed to secure debt given by Declarant duly recorded prior to the recording of this Declaration. Any such person shall be entitled to exercise all rights and powers conferred upon Declarant by the Act, this Declaration, or the By-Laws.

ARTICLE IX

MISCELLANEOUS

A. Application. All Owners, tenants of Owners, employees of Owners and Tenants, or any other persons that may in any manner use Property or any part thereof shall be subject to the Act, to this Declaration and the By-Laws.

B. Compliance. Each Owner shall comply strictly with the By-Laws, with the administrative rules and regulations adopted pursuant hereto, as either or the same may be lawfully amended from time to time, with the covenants, conditions and restrictions set forth in this Declaration, or in the deed to the Dwelling of such Owner. Failure to comply with any of the same shall be grounds for an action to recover dues or damages or injunctive relief, or both, maintainable by the Manager or the Board of Directors on behalf of

the Association or in a case by an aggrieved Owner.

C. Waiver. No provision hereof shall be deemed to have been waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

D. Conflicts. This Declaration is executed to comply with the requirements of the Act, and in the event that any of the provisions thereof conflict with the provisions of the Act, the Act shall control.

E. Severability. The provisions of this Declaration are severable, but the invalidity of one or more provisions hereof shall not be deemed to impart or affect in any manner the validity, enforceability, or the remainder hereof.

F. Captions. 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 this Declaration or the intent of any provisions hereof.

G. Gender and Number. All pronouns used herein shall be deemed to include the masculine, the feminine and the neuter, and the singular and the plural whenever the context requires or permits.

H. Termination. All of the Owners may remove the Property from the provisions of the Act by an instrument to that effect duly recorded, provided that the holders of all liens affecting any of the Dwellings consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the Owner in the Property, as hereinafter provided. Upon removal of the Property from the provisions of the Act, the Property shall be deemed to be owned in Common by the Owners. The undivided interest in the Property owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Elements

I. Service of Process. Service of Process in the cases provided in the Act may be made on the following person:

James W. Grant, III
1814 Montgomery Highway
Dothan, Alabama 36303

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IN WITNESS WHEREOF, Declarant has executed this Declaration on this, the 7th day of April, 1982.

JAMES GRANT COMPANY, INC.,
a corporation,

By: *James W. Grant, III*
James W. Grant, III,
President

ATTEST:

Rose G. Grant
Secretary

(Corporate Seal)

STATE OF ALABAMA:
HOUSTON COUNTY:

Before me, the undersigned authority, a notary public in and for said county and state, appeared JAMES W. GRANT, III, and I hereby certify that the same JAMES W. GRANT, III whose name as President of JAMES GRANT COMPANY, INC., a corporation, is signed to the foregoing Declaration and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 7th day of April, 1982.

Jean T. Cameron
Notary Public

My Commission Expires Feb. 29, 1984

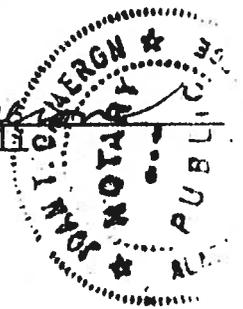


EXHIBIT "A"

PROPERTY DESCRIPTION

Re: Willowbrook at the Club Townhouses

One parcel of land in the City of Dothan, Houston County, Alabama, being more particularly described as follows: Beginning at an existing iron pipe on the easterly R.O.W. of Roosevelt Drive being the northwest corner of Lot 10, Block D of Highland Park Subdivision as found recorded in Plat Book 1, Page 40, Houston County Probate Office; thence $S10^{\circ}-34'W$ along the easterly R.O.W. of said Roosevelt Drive a distance of 200.09 feet to an existing iron pipe; thence $S02^{\circ}-35'-49''E$ a distance of 431.40 feet more or less to an existing concrete monument; thence $S86^{\circ}-54'-29''E$ a distance of 318.90 feet to an iron pipe; thence $N0^{\circ}-07'-30''E$ a distance of 582.55 feet to an existing iron pipe; thence $N78^{\circ}-34'-05''W$ a distance of 308.63 feet to the point of beginning. Said parcel of land being a part of Highland Park Subdivision.

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EXHIBIT "B"

WILLOWBROOK AT THE CLUB
TOWNHOUSES

One unit constructed
or to be constructed
on Lot Numbers
(Private Element)

<u>DESCRIPTION</u>	<u>INTEREST IN COMMON ELEMENTS</u> <u>(PERCENT)</u>
Block A - Lot 1	5.5556%
Block A - Lot 2	5.5556%
Block A - Lot 3	5.5556%
Block A - Lot 4	5.5556%
Block B - Lot 1	5.5556%
Block B - Lot 2	5.5556%
Block B - Lot 3	5.5556%
Block B - Lot 4	5.5556%
Block B - Lot 5	5.5556%
Block C - Lot 1	5.5556%
Block C - Lot 2	5.5556%
Block C - Lot 3	5.5556%
Block C - Lot 4	5.5556%
Block C - Lot 5	5.5556%
Block D - Lot 1	5.5556%
Block D - Lot 2	5.5556%
Block D - Lot 3	5.5556%
Block D - Lot 4	5.5556%

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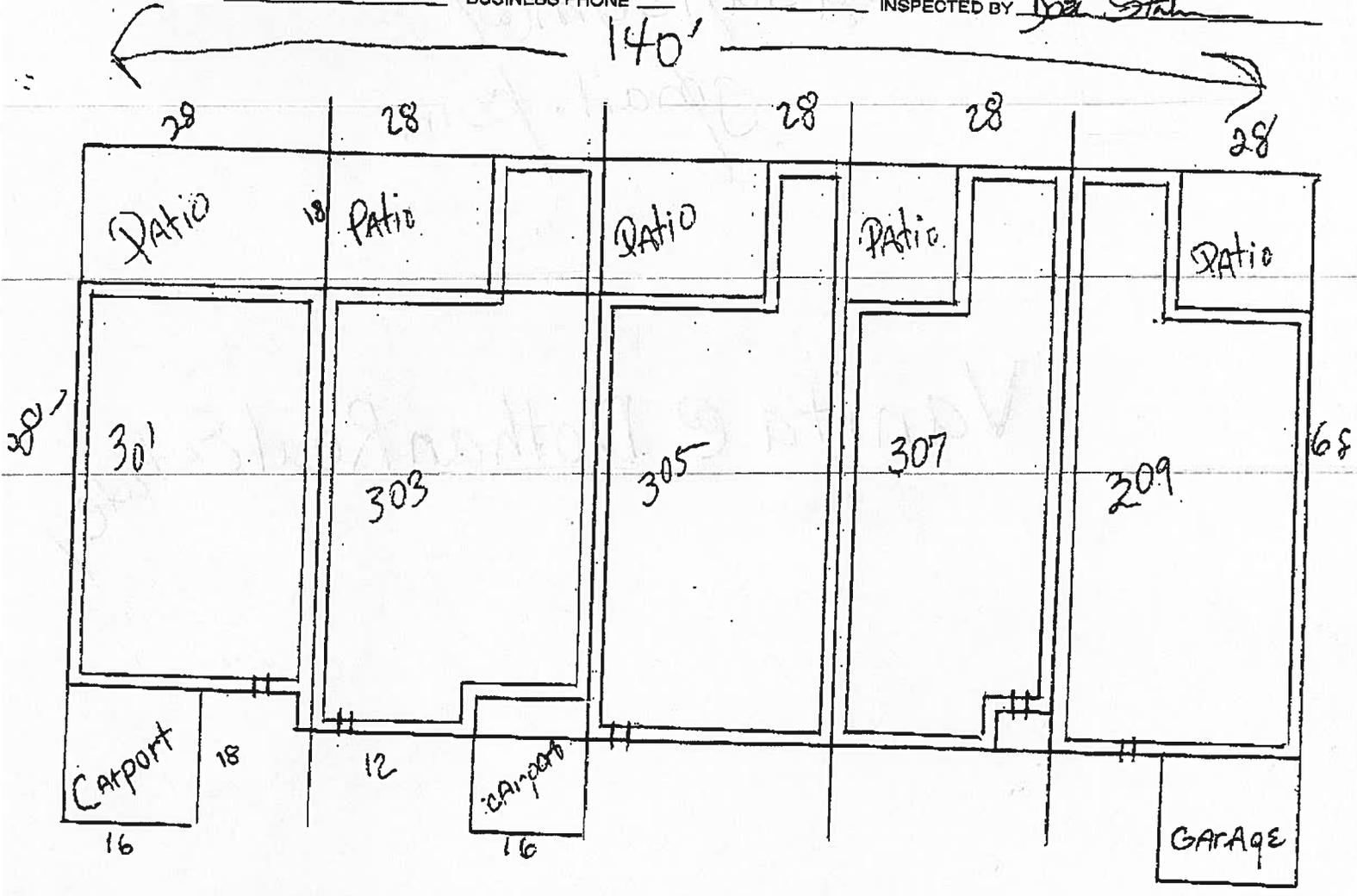
22.50
Wade
Boyle

Filed this 7 day of Apr 82 2:29 P.
Deed Tax Paid. Recorded M.S. Book 66 Page 984
Judge of Probate No. 15316
HOUSTON COUNTY, ALABAMA

FILED
HOUSTON COUNTY
ALABAMA
JUDGE OF PROBATE

APR 7 2 29 PM '82

OWNER'S NAME 301-303-305-307-309 OCCUPANT _____ DATE 5/24/88
 TREATING ADDRESS Willow Brook Terrace CITY DOTHAN STATE AL ZIP 36301
 HOME PHONE _____ BUSINESS PHONE _____ INSPECTED BY Don Stan



- KEY:
- SUBTERRANEAN TERMITES = XXX
 - DRYWOOD TERMITES = KKK
 - DAMPWOOD TERMITES = ZZZ
 - EXISTING DAMAGE = ⊗

- Front 140
- POWDER-POST BEETLES = PPB
 - WOOD BORING BEETLES = WB
 - FUNGUS - F
 - WELL/CISTERN = W/C

- CARPENTER ANTS - CA
- CELLULOSE DEBRIS = CD
- EXCESSIVE MOISTURE = EM
- FAULTY GRADE = FG
- EARTH-WOOD CONTACTS = EC

TYPE OF CONSTRUCTION: CRAWL SPACE BASEMENT MONOLITHIC SLAB FLOATING SLAB SUPPORTED SLAB
 TYPE OF FOUNDATION: CONCRETE HOLLOW BLOCK BRICK STONE OTHER
 PROPERTY HAS A: 1. WELL YES NO 2. CISTERN YES NO 3. SUMP PUMP YES NO 4. FRENCH DRAIN YES NO

INSPECTOR'S STATEMENT OF VISIBLE DAMAGE

CONTROL TECHNICIAN'S STATEMENT OF VISIBLE DAMAGE

BY: _____ DATE: _____

BY: _____ DATE: _____

TERMINIX IS NOT RESPONSIBLE FOR REPAIRS TO DAMAGES DISCLOSED ABOVE IN ADDITION, HIDDEN DAMAGE MAY EXIST IN CONCEALED OR INACCESSIBLE AREAS. TERMINIX CANNOT GUARANTEE THAT THE DAMAGE DISCLOSED BY VISUAL INSPECTION OF THE PREMISES SHOWN ABOVE REPRESENTS THE ENTIRETY OF THE DAMAGE WHICH MAY EXIST AS OF THE DATE OF THE INITIAL CONTROL APPLICATION. TERMINIX SHALL NOT BE RESPONSIBLE FOR REPAIR OF ANY EXISTING DAMAGE, INCLUDING WITHOUT LIMITATION ANY DAMAGE WHICH EXISTED IN AREAS OR IN STRUCTURAL MEMBERS WHICH WERE NOT ACCESSIBLE FOR VISUAL INSPECTION AS OF THE DATE OF THIS GRAPH.

THE ABOVE GRAPH, AND THE AREAS CONTAINING VISIBLE ACTIVITY OR DAMAGE, HAVE BEEN DESCRIBED TO ME, AND ARE AFFIRMED BY ME AS OWNER OR AGENT OF THE ABOVE PROPERTY. I ALSO AFFIRM THAT I UNDERSTAND THAT TERMINIX IS NOT LIABLE FOR HIDDEN DAMAGE INACCESSIBLE TO THE INSPECTOR.