

THE DECLARATION OF CONDOMINIUM
OF
WOODLAND VILLAGE CONDOMINIUM

THIS DECLARATION made this 2nd day of August, 1979, by April Investments, Inc., an Alabama corporation, (Owner), for itself and its respective successors, grantees, and assigns, pursuant to the Condominium Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq., for the purpose of creating a condominium and establishing certain easements, covenants and restrictions to run with the land.

WHEREAS, Owner is the fee simple owner of real property situated in Jefferson County, Alabama, described as follows:

Parcel I:

Begin at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 19, Township 18 South, Range 2 West; thence run in a Northerly direction along the East line of said Quarter-Quarter-Quarter a distance of 512.61 feet to its intersection with the Westerly right-of-way line of the Old Montgomery Highway; thence run in a Northwesterly direction along the arc of a curve (angle from last described course to chord of said curve being 15 degrees 33 minutes 22 seconds) having a Central Angle of 26 degrees 58 minutes 45 seconds and a radius of 257.00 feet; thence continue along the arc of said curve a distance of 121.01 feet to the end of said curve; thence continue in a Northerly direction along the tangent extended to last described curve continuing along the Westerly right-of-way line of the Old Montgomery Highway a distance of 34.91 feet; thence turn an angle to the left of 85 degrees 31 minutes 30 seconds and run in a Westerly direction a distance of 621.04 feet to its intersection with the West line of the said Quarter-Quarter-Quarter; thence turn an angle to the left of 92 degrees 42 minutes and run in a Southerly direction along the West line of said Quarter-Quarter-Quarter a distance of 661.46 feet; thence turn an angle to the left of 87 degrees 16 minutes 30 seconds and run in an Easterly direction along the South line of said Quarter-Quarter-Quarter a distance of 651.53 feet to the point of beginning, said real property together with the improvements thereon being known as "Woodland Village Apartments."

Parcel II:

The North 20 feet of the NW 1/4 of the SW 1/4 of the NE 1/4 of Section 19, Township 18 South, Range 2 West, being a strip of land 20 by 651.53 feet more particularly described as follows:

Beginning at the NW Corner of the SW 1/4 of the NE 1/4 of said Section 19; run east along the north line of said SW 1/4 of NE 1/4 a distance of 651.53 feet to the NE corner of the NW 1/4 of the SW 1/4 of the NE 1/4 of said Section 19; thence run South along the east line of said NW 1/4 of the SW 1/4 of the NE 1/4 a distance of 20 feet; thence run West and parallel to said north line of said SW 1/4 of NE 1/4 a distance of 651.53 feet to the west line of said SW 1/4 of NE 1/4; thence run north along said west line of said SW 1/4 of NE 1/4 20 feet to the point of beginning.

Subject to rights of way, easements, liens and restrictions

WHEREAS, the said real property has been improved by the construction thereof of a concrete block, steel, slab and frame buildings with stucco and wood trim exterior, consisting of 146 units; and said improvements have been fully and accurately depicted as to layout, location, unit numbers and dimensions; identifying the common elements and private elements of each unit as built, by the site plan and by the floor plans prepared by John C. Gustin, III, identified as the Plans for Woodland Village Condominium, a condominium project comprised of one building dated _____, 1979 consisting of _____ pages and bearing his certification that said site plan and final floor plans accurately depict the improvements as built, which said site plan and floor plan are filed in the Office of the Judge of Probate of Jefferson County, Alabama, and contain, in addition to the site and floor plans, typical for paving, steps, walls and floors, foundation and roof plans, window and floor schedules and front, rear and cross-section elevations of all buildings (said drawings and specifications in said site and floor plans and other plans are hereinafter collectively referred to as "Plans").

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

1. Purpose

The purpose of this Declaration is to submit the Property to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq. (the "Act") and the Property as that term is defined in Paragraph 5 hereof, is hereby submitted to the condominium form of ownership as provided for in the Act.

2. Name

The name by which this condominium is to be identified is: WOODLAND VILLAGE CONDOMINIUM (the "Condominium").

3. Post Office Address

The post office address of the property is: 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 501, 502, 503, 504, 505, 506, 507, 508, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 701, 702, 703, 704, 705, 706, 707, 708, 801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905, 906, 907, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310 Woodland Village, Birmingham, Alabama 35216.

4. Development

Improvements constructed on said lands are the improvements set forth and described in the Plans.

5. Definitions

The terms used herein and in the By-Laws shall have the meaning stated in the Act and as follows:

- (a) "Act" means the Condominium Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq.
- (b) "Articles of Incorporation" means the articles of incorporation of the Association, recorded in the Office of the Judge of Probate of Jefferson County, Alabama;
- (c) "Association" means Woodland Village Condominium Association, Inc., an Alabama not-for-profit corporation, and its successors;
- (d) "Board" means the Board of Directors of the Association.

- (e) "Building" means the building of the Condominium;
- (f) "By-Laws" means the duly adopted By-Laws of the Association;
- (g) "Common Elements" means common areas and facilities as defined in said Act and shall include all parts of the condominium property not included within the unit boundaries as described in paragraph 6.2 hereafter, and the tangible personal property required for the maintenance and operation of the condominium;
- (h) "Common Expenses" include those as defined by the Act, together with the expense for which the Unit Owners are liable to the Association, actual or estimated, pursuant to the By-Laws, and expenses agreed upon as common expenses by the Association;
- (i) "Condominium" means Woodland Village Condominium;
- (j) "Land" is the real property subject to the Declaration which is hereby submitted to the condominium form of ownership;
- (k) "Member" means a member of the Association. Membership in the Association shall be confined to those persons who hold a fee-type ownership interest in any Unit;
- (l) "Owner" means April Investments, Int., an Alabama corporation, and its respective successors and assigns, (subject to the provisions of Paragraph 29) but the term shall not include persons who purchase individual Units from April Investments, Inc.;
- (m) "Plans" means all drawings and specifications in the site and floor plans and other plans as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, at Map Book _____, Page _____.
- (n) "Property" means and includes the land described as follows:

Parcel I:

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Subject to rights of way, easements, liens and restrictions of record and taxes due and payable October 1, 1979.

and all improvements and structures now existing or hereafter placed hereon, all easements, rights and appurtenances thereto, and all personal property now provided by the Owner and intended for use in connection therewith;

- (o) "Utility Services" shall include but not be limited to electric power, water, heating, air conditioning, garbage and sewage disposal and any other governmental or public utility assessment, fee, or bill;
- (p) "Unit" means a condominium unit as described by the said Act, and shall include the elements of a condominium which are not owned in common with the Unit Owners. The boundary lines of each Unit are the interior surfaces of its walls, floors and ceilings and includes the air space so encompassed;
- (q) "Unit Owner" means a condominium owner as defined by said Act and shall include his heirs, successors and assigns;
- (r) Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders,

6. Improvements and Principal Materials of Which Constructed

The Owner will furnish as part of the Property the following:

1. Building. Thirteen buildings have been constructed primarily of concrete block, steel and frame construction, on concrete footings, with concrete block and slab foundation walls. The building is described as to number, location, type and number of rooms on the Plans.

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

- (a) The Land;
- (b) The foundations, columns, girders, beams, supports, interior and exterior walls, roofs, exterior stairs and stairways, entry, hallways, walks, entry porches, and outdoor lighting;
- (c) Yards, parking areas, streets, walkways and landscaping;
- (d) Water, sewer, gas, electricity and other utility service lines;
- (e) Clubhouse and swimming pool; and

- (f) All other parts of the property normally in common use and all easements, rights, or appurtenances affecting or relating to the use of the Property unless specifically included in any Unit.

7. Units

Each Unit shall include the part of the Building containing the Unit which lies within the boundaries of the Unit, which boundaries shall be determined in the following manner:

.1. Horizontal Boundaries. The upper and lower boundaries of each Unit shall be as follows:

- (a) The upper boundary shall be the plane of the interior surface of the ceiling of each room of the Unit. The upper boundary of the basement area, if any, of a Unit shall be the plane of the lowermost surface of the floor joists in the ceiling of said basement.
- (b) The lower boundary shall be the plane of the upper surface of the floor surface of each room (or basement) of the Unit, excluding any floor coverings such as carpeting, hardwood, vinyl or asbestos tile, or other coverings.

.2. Vertical Boundaries. The vertical boundaries of each Unit shall be the surface of the interior walls of each room of the Unit.

Each Unit shall include all interior lighting fixtures, bathroom fixtures and cabinets, air conditioning and heating equipment, hot water heater, stove, refrigerator, dishwasher, and all other kitchen fixtures, including cabinets.

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

Nothing in this section shall be construed as limiting in any way the right of the Association or the Mortgagee from performing maintenance on, or making repairs or improvements to the said walls, provided such maintenance, repairs or improvements are authorized by the Declaration or By-Laws. Nothing in this section shall be construed to relieve the Association of its duty to maintain said walls, it being expressly understood that said walls are to remain a part of the Common Elements, subject to the exclusive easement herein granted.

.4. Identification. Each Unit is assigned a number which is indicated on the Plans, and is described as to apartment unit number, building location, dimensions, and other data necessary for its proper identification on the Plans. Each Unit is described as to unit number, location and approximate square feet of area, including basement where applicable as follows:

UNIT	BUILDING LOCATION	APPROXIMATE SQUARE FEET AREA
101	100	1,025
102	100	1,025
103	100	1,025
104	100	1,025
105	100	1,025
106	100	1,025
107	100	1,025
108	100	1,025
109	100	1,025
110	100	1,025
201	200	1,020
202	200	1,020
203	200	1,020

UNIT	BUILDING LOCATION	APPROXIMATE SQUARE FEET AREA
204	200	1,020
205	200	1,020
206	200	1,020
207	200	1,020
208	200	1,020
209	200	1,020
210	200	1,020
301	300	745
302	300	745
303	300	745
304	300	745
305	300	745
306	300	745
307	300	745
308	300	745
309	300	745
310	300	745
311	300	745
312	300	745
313	300	745
314	300	745
315	300	745
316	300	745
317	300	745
318	300	745
319	300	745
320	300	745
401	400	1,025
402	400	1,025
403	400	1,025
404	400	1,025
405	400	1,025
406	400	1,025
407	400	1,025
408	400	1,025
409	400	1,025
410	400	1,025
501	500	1,025
502	500	1,025
503	500	1,025
504	500	1,025
505	500	1,025
506	500	1,025
507	500	1,025
508	500	1,025
601	600	1,025
602	600	1,025
603	600	1,025
604	600	1,025
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610	600	1,025
611	600	1,025
612	600	1,025
613	600	1,025
614	600	1,025
615	600	1,025
616	600	1,025
701	700	1,025
702	700	1,025
703	700	1,025
704	700	1,025
705	700	1,025
706	700	1,025
707	700	1,025
708	700	1,025
801	800	1,025

<u>UNIT</u>	<u>BUILDING LOCATION</u>	<u>APPROXIMATE SQUARE FEET AREA</u>
802	800	1,025
803	800	1,025
804	800	1,025
805	800	1,025
806	800	1,025
807	800	1,025
808	800	1,025
901	900	1,020
902	900	1,020
903	900	1,020
904	900	1,020
905	900	1,020
906	900	1,020
907	900	1,020
908	900	1,020
1001	1000	1,025
1002	1000	1,025
1003	1000	1,025
1004	1000	1,025
1005	1000	1,025
1006	1000	1,025
1007	1000	1,025
1008	1000	1,025
1009	1000	1,025
1010	1000	1,025
1011	1000	1,025
1012	1000	1,025
1013	1000	1,025
1014	1000	1,025
1015	1000	1,025
1016	1000	1,025
1017	1000	1,025
1018	1000	1,025
1019	1000	1,025
1020	1000	1,025
1101	1100	1,025
1102	1100	1,025
1103	1100	1,025
1104	1100	1,025
1105	1100	1,025
1106	1100	1,025
1107	1100	1,025
1108	1100	1,025
1201	1200	1,020
1202	1200	1,020
1203	1200	1,020
1204	1200	1,020
1205	1200	1,020
1206	1200	1,020
1207	1200	1,020
1208	1200	1,020
1209	1200	1,020
1210	1200	1,020
1301	1300	1,020
1302	1300	1,020
1303	1300	1,020
1304	1300	1,020
1305	1300	1,020
1306	1300	1,020
1307	1300	1,020
1308	1300	1,020
1309	1300	1,020
1310	1300	1,020

5. Changes. The Owner reserves the right to change the interior design arrangement of all units and to alter the boundary between the units, so long as the Owner owns the units so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Owner alone, notwithstanding the procedures for amendment described in Paragraph 23 of the Declaration. However, no such change shall increase or decrease the

number of units nor alter the shares in the Common Elements allocated to each Unit without amendment of this Declaration in the manner described in Paragraph 23.5 hereof.

8. Common Elements

1. The Common Elements of the Condominium will include the common areas and facilities located substantially as shown on the Plans. Such common areas and facilities will include the following; unless specifically included within a Unit;

- (a) The Land;
- (b) The foundations, columns, girders, beams, supports, interior and exterior walls, roofs, exterior stairs and stairways, entry, hallways, walks, entry porches, and outdoor lighting;
- (c) Yards, parking areas, streets, walkways and landscaping;
- (d) Water, sewer, gas, electricity and other utility service lines;
- (e) Clubhouse and swimming pool; and
- (f) All other parts of the property normally in common use and all easements, rights, or appurtenances affecting or relating to the use of the Property unless specifically included in any Unit.

2. Determination of the Percentages of Ownership in Common Elements, Common Expenses and Common Profits. The Common Profits or surplus shall be distributed among, and the common expenses shall be charged to, the Unit Owners according to the percentage of the undivided interest of the Unit in the Common Elements. Each Unit shall have a 1/146th undivided interest in the Common Elements.

The Owner reserves the right, so long as it is the owner of any unsold Units, to change the price of such Unit or Units. However, no change in the price for such Unit or Units will vary the percentage of the estimated annual common expenses for such Unit or its percentage of interest in the common elements or its obligations in connection therewith.

3. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. In the event any Building, any Unit, any adjoining Unit, or any adjoining Common Element, shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such encroachments and maintenance thereof shall exist so long as the Building shall stand.

9. Units Subject to Declaration, By-Laws and Rules and Regulations

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

10. Exclusive Ownership

Each Unit Owner shall have exclusive ownership and possession of his

Unit. He shall have an undivided interest in the Common Elements in the percentages expressed in this Declaration, which percentages of undivided interest of each Unit Owner shall have a permanent character and shall not be altered without the consent of all Unit Owners expressed in an amended Declaration, duly recorded. The percentage of undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Unit Owner may use the Common Elements in accordance with the purpose for which the same are intended, without hindering or encroaching upon the lawful rights of the other owners, subject, however, to the provisions of Paragraph 7.3.

11. Enforcement

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

12. Maintenance

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

1. Units

(a) By the Association. The Association, as a common expense, shall maintain, repair and replace:

(i) All portions of a building not included in a Unit.

(ii) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services which are contained within a Unit which service part or parts of the Condominium other than the Unit within which contained.

(iii) All areas subject to exclusive easements as defined in Paragraph 7.3.

(b) By the Unit Owner. The responsibility of the Unit owner shall be as follows:

(i) To maintain, repair, and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of the other Unit Owners.

(ii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

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

12. Common Elements

- (a) By the Association. The maintenance and operation of the Common Elements shall be the responsibility and the expense of the Association.
- (b) Alterations and Improvements. There shall be no alteration or improvement (other than required maintenance and repairs) of the Common Elements without prior approval in writing of seventy-five per cent (75%) of the Unit Owners. There shall be no change in the shares and rights and obligations of a Unit Owner in the Common Elements which are altered except as provided in the manner described in Paragraphs 7.5, 12.3 and 23 hereof.

13. Decorating

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating in his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the walls, floors and ceilings, and such Unit Owner shall maintain the interior surfaces in good condition at his sole expense as may be required from time to time and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of the windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decoration of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the Common Expenses of the Association at such time or times as the Association shall determine. Likewise, the exterior surfaces of all doors forming a part of perimeter wall shall be cleaned, washed, painted and repaired as a part of the Common Expenses of the Association at such time or time as the Association shall determine. The cost of replacement of a window or door forming a part of a perimeter wall of a Unit shall be divided equally among the respective Unit Owner and the Association.

14. Assessments

The making and collection of assessments against Unit Owners shall be pursuant to the By-Laws and subject to the following provisions:

1. Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus or profits, such share being the same as his percentage of ownership in the Common Elements.
2. Interest, Application of Payments. Assessments and installments thereon, paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of eight per cent (8%) per annum from the date when due until paid. All payments shall be applied first to interest, and then to principal in the order the assessments became due.
3. Mechanic's Liens. Each Unit Owner shall only be liable for the cost of repairs and replacements to his Unit, and for his proportionate share of the Common Expenses. In the event any mechanic's or other lien is filed which, in the opinion of the Board may constitute a lien against the Property, the Common Elements, or any Unit, the Board may cause the Association to discharge such lien, and the Association shall thereupon assess each Unit Owner or Unit Owners in the amount of their proportionate share of the Association's expense in discharging such lien, including any costs and attorney's fees incurred in connection therewith, such assessment to be secured by a lien on each Unit responsible for payment thereof in accordance with the Act, said lien to be enforced in accordance with the provisions of the Act, Declaration, and By-Laws. No Unit Owner shall be liable for the liens of other Unit Owners except as provided for by the Act and this Declaration.

4. Repairs and Improvements by Mortgagee. Any first mortgagee of a Unit shall be entitled to cause repairs to be made and routine maintenance to be performed with respect to a Unit, or the Common Elements, in the event said mortgagee first provides said Unit Owner and other Unit Owners affected, and the Association, with thirty (30) days prior written notice of repairs or routine maintenance required to be performed. In the event such repairs shall not have been made or such routine maintenance satisfactorily performed within any such thirty (30) day period, then such mortgagee is hereby deemed authorized by such Unit Owner and any other Unit Owner affected, and by the Association, to complete such repairs or perform such maintenance, and such mortgagee shall be promptly reimbursed by the Association for the costs thereof. In the event any payments are made by the Association to the mortgagee of a Unit in accordance with the terms of this Paragraph 14.4, the Association shall thereupon assess the Unit Owner or Unit Owners based upon the Board's determination of the proportion of such expense to be allocated to the Unit Owner or Unit Owners or to the Common Expenses, in accordance with the terms of the Act, this Declaration and the By-Laws, such assessment to be made in the form of a special assessment for the month following the month in which such payment was made.

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

- (a) All assessments for common expenses;
- (b) All assessments for taxes and other payments which may be required to be advanced or paid by the Association in order to protect or preserve any lien;
- (c) All assessments for payments and expenses incurred in discharging any mechanic's lien, tax lien or other lien or encumbrance filed which, in the opinion of the Board, may constitute a lien against the Property, the Common Elements or any Unit; and
- (d) All assessments for payments made by the Association in accordance with Paragraph 14.4 hereof.

The lien for the assessments herein granted to the Association shall be enforced in accordance with the provisions of the Act, this Declaration and the By-Laws, and shall be prior to all of the liens, except those liens established as prior liens under the terms of the Act. The Association shall have the power to bid on any Unit at a foreclosure sale, and to acquire, hold, lease, mortgage and convey the same. Suit by the Association to recover a money judgment for any sums secured by a lien hereunder shall be maintainable without foreclosing or waiving the lien securing same. The liens, claims and rights of the Association herein granted are assignable.

6. Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit from the date on which the payment of any assessment or installment thereon became delinquent, and the Association shall be entitled to the appointment of a receiver for such Unit. The rental required to be paid shall be equal to the rental then charged on comparable types of rental dwelling units in the City of Birmingham, Alabama, and the surrounding area within a five (5) mile radius of the Condominium. The right of the Association to collect said rental payments is assignable.

7. No Exemption for Assessments. No Unit Owner may exempt himself from liability for contribution toward the Common Expenses by waiver of the use or the enjoyment of any of the Common Elements or by the abandonment of his Unit.

8. Subordination of Liens. Any institutional mortgagee or other mortgagee which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges of the Association against the mortgaged Unit which accrue prior to the time such institutional mortgagee or other mortgagee comes into possession of

the Unit (except for claims for a pro rata share of any tax or special assessment as provided for in this Declaration of Condominium).

15. Association

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

.1. Name. The name of the association shall be: "Woodland Village Association, Inc." (Association).

.2. Powers. The powers and duties of the Association shall include those set forth in the Code of Alabama, this Declaration and the By-Laws of the Association, and it shall have the power to purchase a Unit of the Condominium.

.3. Members.

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

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

(c) Voting Rights. The vote for a Unit shall be cast by the Unit Owner thereof, or the duly authorized proxy of the Unit Owner, or the Unit Owner's certified voting representative in the manner provided by the By-Laws. Each Unit Owner is entitled to one vote for each Unit owned by him.

.4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors of not less than three (3) nor more than thirty (30) directors, who shall be designated in the manner provided by the By-Laws.

.5. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against expenses and liabilities, in the manner provided for in the Articles of Incorporation of the Association and the By-Laws.

.6. Limitation of Liability. Notwithstanding the liability of the Association to maintain and repair parts of the Property, the Association shall not be liable for injury or damage caused by a latent condition of the Property to be maintained and repaired by the Association nor for injury or damage caused by the elements or Unit Owners or other persons.

.7. By-Laws. By-Laws of the Association shall be in the form attached hereto as Exhibit A.

.8. Agent to Receive Service of Process. The following person, whose place of business is in Jefferson County, Alabama, is designated as an agent to receive service of process upon the Association:

Name: Stewart R. Dudley

Address: Suite 312, 2101 Magnolia Avenue, South
Birmingham, Alabama 35205

16. Insurance

Insurance (other than title insurance) which shall be carried upon the Property shall be governed by the provisions of Article II, Section 11 of the By-Laws.

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

- (a) Common Elements and Facilities. Proceeds on account of damage to Common Elements and facilities -- an undivided share for each Unit Owner, such share being the same as his undivided interest in the Common Elements appurtenant to his Unit.
- (b) Units. Proceeds on account of Units shall be held for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.
- (c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

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

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

17. Condemnation

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

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

.2. Partial Taking. In the event of condemnation of a portion of the Property, the Association shall be entitled to receive the proceeds of the award which shall be distributed in accordance with the findings of a panel of three (3) arbitrators to be selected by the Board which shall proceed in accordance with the then existing rules of the American Arbitration Association to determine the portion of the award due to be distributed to each of the several Unit Owners and their mortgagees, as their interests may appear, by virtue of the Unit Owner's interest solely in the Units or portions thereof taken and the portion of the award allocable to the Common Elements taken by condemnation. The portion of the award allocable to the Common Elements shall be retained by the Association which shall treat the same as insurance proceeds and proceed under Section 18 hereof to reconstruct and restore the affected portion of the Property to a complete architectural unit if the Board determines that such is feasible. The panel of arbitrators shall also determine the percentage of undivided interest of the remaining Unit Owners in the Common Elements following the condemnation and each Unit Owner shall be deemed to have consented to the amendment of this Declaration in accordance with such findings and the continuation of the Condominium regime with respect to the Property remaining following condemnation. If it is determined not to be feasible to restore the Property to a complete architectural unit, the portion of the award allocable to the Common Elements shall be distributed to the Unit Owners and

their mortgagees, as their interests may appear, in proportion to their undivided interests therein. The expense of the arbitration shall be paid by the Association, and shall constitute a Common Expense.

1B. Reconstruction or Repair After Casualty

In the event of the damage or destruction of all or part of the Property, then, unless it be determined by the unanimous vote of all of the members of the Association not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

.1. Reconstruction or Repair. If any part of the Property shall be damaged by casualty, it shall be reconstructed or repaired.

(a) Common Elements and Facilities. If the damaged improvement is a Common Element or facility, the damaged property shall be reconstructed, replaced or repaired.

(b) Building.

(i) Partial Destruction. If the damaged improvement is part of a Building or a Common Element or facility the damaged property shall be reconstructed, replaced or repaired.

(ii) Total Destruction. If a Building is so damaged that the same is untenable, the Building shall be reconstructed.

(c) Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the Plans and specifications for the original Building, or as the Building was last constructed, or according to plans approved by the Board and the Unit Owners of that Building.

.2. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner 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.

.3. Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the casualty.

.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged property, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for reconstruction or repair of damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments for reconstruction or repair of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

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

(a) Association. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of assessments against the Unit Owners on account of such casualty, shall constitute a construction

fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

- (i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- (ii) Association -- Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
- (iii) Association -- Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.
- (iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund as their interests may appear.

19. Use Restriction

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

1. Residences. The Property shall be used solely for residential purposes.
2. Nuisances. No nuisances shall be allowed upon the Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.
3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of

governmental bodies which require maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

.4. Leasing. Units, may be leased or rented for such terms, as the Unit Owner thereof may deem appropriate, provided however, the Association shall have the power to prescribe reasonable rules and regulations regarding the leasing and rental of such Units.

.5. Regulations. Reasonable regulations concerning the use of the Property not inconsistent with the provisions of this Declaration may be made by the Owner and amended from time to time by the Board provided, however, that all such amendments thereto shall be approved by not less than a majority of the votes of the Association before such shall become effective. Members not present at meetings considering such regulations or amendments thereto may express their approval or disapproval in writing. Copies of such regulations or amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

20. Notice of Lien or Suit

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

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

.3. Failure to Comply with this subsection concerning liens will not affect the validity of any judicial sale.

21. Compliance and Default

Each Unit Owner shall be governed by and shall comply with the terms of the Act, Declaration, Articles of Incorporation, By-Laws and Rules and Regulations adopted pursuant thereto and said documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Act:

.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances.

.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

.3. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restrictions or other provision of the Act, this Declaration, the By-Laws, or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

22. Covenant Against Partition

There shall be no judicial or other partition of the Property, any part thereof or any unit, nor shall Owner, any unit owner, or any person acquiring any interest in the project or any part thereof seek any such partition unless the Property has been removed from the provisions of the Act, as in said Act provided.

23. Amendment

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

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

.2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, it must then be approved by the other to become effective. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the secretary of the Association at or prior to the meeting. Such approvals must be by not less than a majority of the directors and by not less than seventy-five per cent (75%) majority of the votes of the Association.

.3. Recording. A copy of each amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective when recorded in the public records of Jefferson County, Alabama.

.4. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the members required to take such action if such members were present and voting, such signatures to be acknowledged in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Jefferson County, Alabama.

.5. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units or Building or Unit Owners in a Building unless the Unit Owners so affected shall consent; and no amendment shall change the boundaries of any Unit or increase the Unit Owner's liability for Common Expenses unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

.6. Provisions Pertaining to the Owner. Notwithstanding any other provisions herein contained, for so long as the Owner continues to own two or more Units; or until Owner elects not to be subject to the provisions of this Paragraph 23.6, the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve the Owner from any obligations as a Unit Owner to pay assessments as to Units owned by them in accordance with the Condominium Documents:

- (a) The Owner reserves the right to amend the By-Laws of the Association.
- (b) The Owner reserves the right to amend this Declaration of Condominium, subject, however, to the limitations provided for in Paragraph 23.5 hereof.
- (c) The directors of the Association shall be designated by the Owner and such directors as may be designated need not be Unit Owners.
- (d) Notwithstanding any other provision to the contrary, the Owner reserves the unrestricted right to sell, assign or lease any Units which they continue to own after the recording or filing of the Condominium documents, and to post signs on the Property as long as they own at least one Unit.

24. Power of Attorney

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

25. Proportionate Changes in Common Expenses and Common Surplus

In the event any one or more of the Units are not rebuilt by reason of loss as a result of destruction, and therefore the number of Units is re-

duced, then the proportionate share of the common expenses and of the common surplus of each Unit shall be increased by adding to each remaining unit their proportionate percentages of ownership out of the percentages of ownership of the Units so reduced.

26. Termination

The Condominium may be terminated in the manner provided by the Act; provided, however, that in the event of termination, each Unit shall be subject to the payment of a share of the common expenses as heretofore defined, subject to increase as provided in Paragraph 25 hereof.

27. Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration or the By-Laws shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Fob James, Governor of Alabama, and Jimmy Carter, President of the United States.

28. Interpretation

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

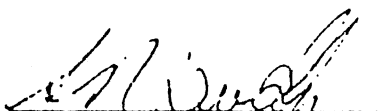
29. Severability

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

IN WITNESS WHEREOF, April Investments, Inc. by its President, C. R. Dudley, Jr., who is authorized to execute this instrument has hereunto set its signature on the day and year first above written.

April Investments, Inc.

Attenti:



Its Secretary


Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that C. R. Dudley, Jr., whose name as President of April Investments, Inc., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the 2nd day of August, 1979.


Notary Public
My Commission expires 1-20-80