

STATE OF ALABAMA)
BALDWIN COUNTY)

STATE OF ALABAMA
BALDWIN COUNTY

I certify that this instrument was filed on

DEC 14 1983

12:01 PM

DECLARATION OF CONDOMINIUM OWNERSHIP OF
ROMAR TOWERS CONDOMINIUM

And that no tax was collected. Recorded in
Book 47
Page 316-1306
D.P. 17 Index 1 By Arthur W. Malone
Judge of Probate

WHEREAS, Romar Towers, Inc., an Alabama corporation,
(herein called "Developer"), owns in fee certain real estate
located in Baldwin County, Alabama, described in Exhibit "A",
attached hereto and incorporated herein by reference, and desires
to submit the same, together with improvements constructed and to
be constructed thereon to the condominium form of ownership.

NOW, THEREFORE, in order to create a condominium con-
sisting of said real property and improvements constructed and to
be constructed thereon, to be known as ROMAR TOWERS CONDOMINIUM,
Developer hereby submits said property and all of its interests
therein to the Alabama Condominium Ownership Act [Alabama Act No.
1059, 1973 Regular Legislative Session] and in furtherance
thereof makes the following declarations as to divisions, limita-
tions, restrictions, covenants and conditions, and hereby
declares and agrees that the said property is held and shall be
held, conveyed, mortgaged, encumbered, leased, rented, used,
occupied and improved subject to this Declaration (which
Declaration is intended to create and shall constitute covenants
running with the land and shall be binding upon and be for the
benefit of the Developer, its successors and assigns, and all
subsequent owners and lessees of all or any part of the con-
dominium property and their respective successors, heirs, execu-
tors, administrators and assigns).

REC'D 047 1316

SECTION 1. CONDOMINIUM PROPERTY.

1.01 The real property described in Exhibit "A" and all
improvements constructed and to be constructed thereon and all
easements, rights and interests appurtenant thereto, intended for
and granted for use in connection with said property constitute
the Condominium Property and is hereby submitted to condominium

ownership and to the provisions of the said Alabama Condominium Ownership Act.

SECTION 2. NAME OF CONDOMINIUM.

The Condominium shall be known as "Romar Towers Condominium", or by such other name as may from time to time be selected by the Association.

SECTION 3. DEFINITIONS.

3.01 Assessment: A proportionate share of the funds required for the payment of Common Expenses and Limited Common Expenses and Limited Common Expenses which from time to time is levied against each Unit Owner by the Association.

3.02 Association: The Alabama Corporation Not for Profit whose name appears at the end of this Declaration, and its successors, said Association being the legal entity responsible for the administration and management of the Condominium Property.

3.03 By-Laws: The rules governing the conduct of the affairs of the Association specified above, as they exist from time to time.

3.04 Carport Unit: There are no carport units in the Condominium Property.

3.05 Common Elements: A part or parts of the Condominium Property set forth in and defined in Section 7 hereof in which all of the unit owners have an undivided interest, and which may sometimes be referred to as "Common Areas" and "Common Facilities".

3.06 Common Expenses: The expenses arising out of ownership of common elements including expenses incurred in the maintenance, administration, improvement and repair of the Common Elements of any Condominium assessed as set forth in Section 12, for which the Unit Owners are liable to the Association in accordance with this Declaration and By-Laws of the Association.

3.07 Common Surplus: The excess of all receipts of the Association arising out of the ownership of Common Elements over the amount of Common Expenses, as set forth in Section 12.

REC-047-1317

3.08 Condominium: The form of ownership of real or personal property or a combination thereof under a Declaration providing for ownership of units of the property by one or more owners, and may consist of Private Elements together with an undivided interest in the Common and Limited Common Elements.

3.09 Condominium Act: The Alabama Condominium Ownership Act (Alabama Act No. 1059, 1973 Regular Legislative Session), as the same may be amended and supplemented from time to time.

3.10 Condominium Documents: The Declaration, By-Laws, Articles of Incorporation of the Association, Maintenance Agreements, and all Exhibits annexed thereto as the same may be amended from time to time.

3.11 Condominium Number: The number, letter or combination thereof, or other means of designating the Condominium Unit.

3.12 Condominium Property: All of the Condominium Units.

3.13 Condominium Unit or Units: The Private Elements of the Condominium Property together with the undivided interest in the Common and Limited Common Elements, if any, which are assigned thereto in this Declaration or any amendments thereto. Where the context requires, the use of the term "Unit" shall apply only to the "Private Elements" of the Unit.

3.14 Declaration, or Declaration of Condominium, or Declaration of Condominium Ownership: The instrument which submits the property to Condominium Ownership as it may be from time to time amended.

3.15 Developer: Romar Towers, Inc., whose name appears at the end of this Declaration, its successors and assigns.

3.16 Institutional Mortgagee: A bank, savings and loan association, insurance company, or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, mortgage company, title insurance company, or other lender generally recognized in the community as an institutional-type lender.

3.17 Limited Common Elements: That part or parts of the

Condominium Property as set forth in the Declaration, if any, in which more than one, but not all Unit Owners have an undivided interest, herein sometimes referred to as "Limited Common Areas".

3.18 Limited Common Expenses: The expenses arising out of ownership of Limited Common Elements, if any, for which the Unit Owners are liable to the Association in accordance with the Declaration and By-Laws of the Association.

3.19 Limited Common Surplus: The excess of all receipts of the Association arising out of ownership of Limited Common Elements, if any, over the amount of Limited Common Expenses.

3.20 Maintenance Agreement: The Agreement provides for the management of the Condominium Property.

3.21 Maintenance Company: The person, corporation or entity identified as the Maintenance Company in the Maintenance Agreement.

3.22 Member, or Association Member: Owner of a Condominium Unit.

3.23 Occupant: The person or persons, other than the Unit Owner, in possession of a Unit.

3.24 Person: Any individual, corporation, partnership, association, trustee, fiduciary, or other legal entity.

3.25 Private Elements: A part or parts of the Condominium Property as set forth in the Declaration and intended for exclusive ownership or possession by a Unit Owner.

3.26 Unit: See "Condominium Unit".

3.27 Unit Owner: The Owner of a Condominium Unit.

3.28 Voting Member: That Member designated by the Owner or Owners of a majority interest in a single Condominium Unit to cast the vote appurtenant to such Unit. A Voting Member must be designated by a statement filed with the Secretary of the Association, in writing, signed under oath, by the owners of a majority interest in a Condominium Unit as a person entitled to

SECRET

cast the vote for all such owners. The designation may be revoked and a substitute Voting Member designated at any time at least five (5) days prior to a meeting. If such statement is not filed with the Secretary at least five (5) days prior to any meeting, no vote shall be cast at such meeting by or for said Unit Owner(s).

3.29 Unless the contest otherwise requires, all other terms used in this Declaration shall have the meaning attributed to said term by Section 2 of The Alabama Condominium Ownership Act.

SECTION 4. IDENTIFICATION.

4.01 The Condominium Property consists of thirty-six (36) Condominium Units, and the Condominium Properties described in Exhibit "A" attached hereto and made a part hereof.

4.02 Each Condominium Unit is described in Exhibit "B" attached hereto and made a part hereof in such manner as can be determined therefrom the identification, location, dimensions and size of the Private Elements, as well as the Common and Limited Common Elements, if any, appurtenant thereto.

4.03 Each Condominium Unit in the Condominium Property is identified by a number or letter or combination thereof as shown on the site plans and/or floor plans in Exhibit "B" so that no Unit bears the same designation as does any other Unit.

SECTION 5. CHANGES IN PLANS AND SPECIFICATIONS AND AMENDMENT OF DECLARATION BY DEVELOPER.

5.01 Amendment of Condominium Plans: Developer reserves the right to change the interior design and arrangement of all Units in Condominium Property and to alter the boundary between the Units so long as Developer owns the Units so altered.

5.02 Amendment of Declaration by Developer: An amendment of this Declaration reflecting authorized alteration of Unit plans by Developer as provided in Section 5.01 above need be signed and acknowledged only by the Developer and need not be approved by the Association, the Unit Owners, lienors, or mortgagees or the Condominium Units, whether or not elsewhere required for an amendment of this Declaration. Authorized amendments of

MSA 47-1320

the Developer of this Declaration shall be effective when recorded in the public records of Baldwin County, Alabama.

5.03 Amendment of Declaration by Owners: This Declaration may be amended at any regular or special meeting of the Association called or convened in accordance with the By-Laws, by the affirmative vote of the Voting Members casting not less than three-fourths (3/4) of the total vote of the Members of the Association. 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 Baldwin County, Alabama. No such amendment shall change the proportionate ownership of the Common Elements or Limited Common Elements appurtenant to any Unit, nor the proportionate share of Common Expenses or Limited Common Expenses, or Common Surplus, or Limited Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof, and all record owners of mortgages or other liens which have been voluntarily placed on a Unit, shall join in the execution of the amendment. No amendment shall be effective which shall impair or prejudice the rights or priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgagees without the written approval of all Institutional Mortgagees of record. No amendment shall be effective which shall impair or prejudice the rights or priorities of any lessor or lessee under any lease with any Unit Owner or the Association without the consent of such lessor or lessee.

SECTION 6. RESTRICTIONS, RIGHTS AND EASEMENTS.

6.01 The Developer is irrevocably empowered to sell, lease or rent Condominium Units to any person or persons without restriction. Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of Condominium Units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the

Common and Limited Common Elements and to show Units to prospective purchasers and lessees. The sales office, signs and other items used in connection with the sale or leasing of Condominium Units shall not be considered a part of the Common or Limited Common Elements and shall remain the property of the Developer. Except as provided in this Section, the Developer shall be subject to the same restrictions and entitled to enjoy the same privileges as any other Unit Owner with respect to each Unit owned by Developer.

6.20 Developer hereby reserves for its own benefit, and for the benefit of its successors and assigns, the following:

(a) An easement in common with other Unit Owners for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passage ways located on the Condominium Property;

(b) An easement for the placement and maintenance of utilities including sewer, gas, electricity and telephones, under, upon, over, in and through the Condominium Property, including right of access thereto;

(c) The right to connect with and make use of roadways, utilities' lines, pipes, sewers, conduits and drainage lines on the Condominium Property for the benefit of adjacent Property owned by Developer;

(d) The right to grant easements described in Section 6.02 to others without approval of the Association, or any Unit Owner or mortgagee. The easements reserved to the Developer in this Section 6.02 shall be perpetual. Developer agrees that it will not use or grant to others the right to use the same in such manner as to unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

6.03 Developer hereby reserves for and grants to the Association for the benefit of its members, their guests and lessees, the following easements, rights and privileges:

RECORDED

(a) Right-of-way in common with others for ingress and egress, by vehicle or on foot, in, to, upon, over and under the passage ways located on the Condominium Property;

(b) An easement for the placement and maintenance of roadways, telephone and utility lines, pipes, sewers, conduits and drainage lines located on any portion of the Condominium Property;

(c) The right to connection with and make use of roadways, utilities' lines, pipes, sewers, conduits and drainage lines on the Condominium Property.

SECTION 7. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

7.01 Common Elements. The Common Elements shall include and mean the following items:

(a) The real property described in Exhibit "A", attached hereto and made a part hereof; and

(b) The foundations, bearing walls, perimeter walls, main walls, roofs, attic spaces, columns, girders, beams, supports, exit or communication ways; and

(c) Roofs, yards, streets, parking areas not designated as Carport Units, recreational areas and gardens, except as otherwise provided; and

(d) The compartments or installations of central services such as power, light, hot and cold water, central heating and air conditioning designed to serve the Common Elements, maintenance facilities, water storage tanks, pumps, and the like, including but not limited to, all pipes, ducts, flues, chutes, conduits, cables and wire outlets and other utility lines; and

(e) The premises designated for lodging of custodial or managerial personnel; and

(f) All other elements of the Condominium Property designed for common use or necessary to its existence, upkeep and safety.

7.02 Limited Common Elements. There are no Limited

SECTION 132

Common Elements presently a part of the Condominium Property. Limited Common Elements subsequently may be designated agreed upon by the Association to be reserved for the exclusive use of more than one, but not all Condominium Units such as special corridors, assigned parking spaces, stairways, sanitary services common to the Condominium Units of a particular building, and the like. All areas which may be so designated in the future as Limited Common Elements will be reserved for the exclusive use of the Owners of the Units to which they are adjacent or to which they are declared to be appurtenant.

SECTION 8. OWNERSHIP OF COMMON ELEMENTS.

8.01 Each of the Unit Owners shall own an undivided interest in the Common Elements; and the undivided interest, stated as percentages or fractions of such ownership in said Common Elements and Limited Common Elements, is set forth in Exhibit "C", as "Percentage of Ownership of Common Elements", which is annexed to this Declaration and made a part hereof.

8.02 Any attempts to separate the title to a Condominium Unit from the Common Elements or Limited Common Elements appurtenant to such Unit shall be null and void.

SECTION 9. UNIT BOUNDARIES.

9.01 Carport Unit: There are no Carport Units in the Condominium Property.

9.02 Condominium Unit: Each Unit shall include as Private Elements that part of the building within boundaries determined as set forth in Section 9.03 and 9.04.

9.03 Upper and Lower Boundary. The Upper Boundary and Lower Boundary of each Unit shall be the following, extended to the Perimeter Boundaries:

(a) Upper Boundary: As to each level, the horizontal plane of the undersurface of the dry wall which serves as the ceiling.

(b) Lower Boundary: The horizontal plane of the uppersurface of the structural slab which serves as such

REC-047-1324

Unit's floor on ground level and the horizontal plane of the uppersurface of the plywood or concrete deck which serves as the Unit's floor on any upper level;

Perimeter Boundary. The Perimeter Boundary of

Exterior Building Walls: The vertical planes of the interior surface of the exterior walls bounding a

Unit extended to each level's Upper and Lower Boundary, which includes the interior decorative wall covering;

Balcony or Deck: Where a balcony is attached to the Unit being bounded, the Owner of such Unit shall own the interior space evolved by such balcony or deck;

Patio or Court: Where there is a patio or enclosed court, or both of them, extending from the Unit being bounded, the Owner of such Unit shall own the uppersurface of said patio or court, or both of them;

(b) Interior Building Walls: The interior vertical planes of the interior walls bounding a Unit extended to each level's Upper and Lower Boundary which includes the interior decorative wall covering.

9.05 Encroachments. If any portion of a Condominium Unit or Common Elements or Limited Common Elements encroaches upon another, a valid easement for the encroachment and maintenance of such encroachment shall and does exist for so long as the encroaching improvement stands. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the Unit Owners agree that minor encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

SECTION 10. THE OPERATING ENTITY.

10.01 The Association of Condominium Owners shall be known as Romar Towers Condominium, Inc., or by such other name as

10/11/11 1:33:25

may from time to time be selected by the Association. The Association will be incorporated under the "Alabama Non-Profit Corporation Act".

10.02 The Association shall be responsible for the operation of the Condominium Property. The Association shall have all the powers and duties set forth in the Alabama Condominium Ownership Act, as well as all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, which are annexed hereto as they may be amended from time to time. The Association is specifically authorized to enter into agreements by which its powers and responsibilities or some of them may be exercised or performed by some other person or persons. No modification of or amendment to the By-Laws or the Articles of Incorporation of said Association, shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws and the Articles of Incorporation may be amended in the manner provided for therein, but no amendment thereto shall be adopted which would affect or impair the validity or priority of any mortgagee covering any Condominium Unit(s), or which would change the provisions thereof with respect to institutional mortgages, without written approval of all Institutional Mortgagees of record. No such amendment shall change the rights and privileges of the Developer without the Developer's written approval.

10.03 Every Unit Owner, whether he has acquired his ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Condominium Documents.

SECTION 11. ASSESSMENTS.

11.01 The Association has the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and limited Common Expenses and such other sums as are specifically provided for in the Condominium Documents. The Association shall have the power to fix and determine from time to time Assessments as provided for in the Condominium Documents and to delegate such power to a Management

REC-047-1026

Company. The procedures for the determination of Assessments shall be as set forth in the Condominium Documents.

11.02 The Common Expenses shall be assessed against each Condominium Unit and the Owner of said Unit as provided for in Section 12 of this Declaration. Provided, however, Developer shall not be liable for Common or Limited Common Expense Assessments with respect to unsold Condominium Units and no such assessments shall be made against such unsold Condominium Units.

11.03 Assessments that are unpaid for over ten (10) days after due date shall bear interest at the rate of fifteen percent (15%) per annum from due date until paid. At the sole discretion of the Association, a late charge penalty of Twenty-Five Dollars (\$25.00) may be assessed for each payment which is delinquent for ten (10) days or more.

11.04 The Association shall have a lien on each Condominium Unit for unpaid Assessments and late charges, together with interest thereon, and shall also have a lien on all tangible personal property located within said Unit, except that such lien shall be subordinate to prior bona fide recorded liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such Assessments or the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association may take such action as it deems necessary to collect Assessments either by (personal action) against the record owner of the Condominium Unit against which such Assessment has been made, or by (enforcing and foreclosing said lien, or by exercising both of such remedies.) The Association may settle and compromise any Assessment if it is deemed to be in its best interest to do so. The lien of an Assessment shall be effective as and in the manner provided for by the Alabama Condominium Ownership Act and shall have the priorities estab-

REC-047-1327

lished by said Act. The Association shall be entitled to bid at any sale held in connection with the foreclosure of an Assessment lien, and may apply as a cash credit against its bid all sums secured by the lien enforced.

11.05 If the holder of an Institutional First Mortgage, or other first lien or other purchaser of a Condominium Unit at foreclosure sale, obtains title to a Condominium Unit as a result of foreclosure of the Institutional First Mortgage or other first lien, or if the holder of an Institutional First Mortgage accepts a deed to said Condominium Unit in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for any Assessments levied prior to its acquisition of title and such unpaid Assessment shall be deemed to be a Common Expense or Limited Common Expense collectible from all of the Unit Owners, including such acquirer, his successors and assigns.

11.06 Except as provided in Section 11.05 above, no person who acquires an interest in a Condominium Unit, including persons acquiring title by operation of law and purchasers at judicial sales, shall be entitled to occupy the Unit or use the Common and Limited Common Elements until all unpaid Assessments due and owing by the former Unit Owner(s) have been paid. Upon any voluntary conveyance of a Unit, the grantor and grantee of such Unit shall be jointly and severally liable for all unpaid assessments pertaining to such Unit duly made by the Association and accrued up to the date of such conveyance. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to the Developer, Maintenance Company, Unit Owner(s), or any third party.

SECTION 12. VOTING RIGHTS, COMMON EXPENSES AND COMMON SURPLUS.

12.01 Voting Rights. With respect to matters arising out of ownership of Common and Limited Common Elements, respectively, the voting rights appurtenant to each Unit shall correspond approximately with each Unit Owner's undivided interest in such Common and Limited Common Elements, respec-

MS047-1328

tively, and shall be as specified and set forth in Exhibit "C" as "Voting Rights Appurtenant to Unit".

12.02 Common Expenses. The Common Expenses and Limited Common Expenses, respectively, of the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit "C" as "Assessment of Common Expenses" and as "Assessment of Limited Common Expenses", respectively. It is understood that Common Expenses shall include all taxes, assessments, insurance and all other expenditures for which the Association shall be responsible, including those expenditures contracted for in any Maintenance Agreement.

12.03 Common Surplus. Any Common Surplus and any Limited Common Surplus, respectively, shall be owned by each Unit Owner in the same proportion as such Unit Owner's percentage of undivided interest in the Common or Limited Common Elements, respectively, as specified and set forth in Exhibit "C". The Common Surplus is the excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenue on account of the Common Elements of this Condominium, over the Common Expenses.

12.04 Determination of Percentages. The voting rights of Common and Limited Common Expenses and the Common and Limited Common Surplus have been computed so as to correspond or correspond approximately with the proportion each item bears to each Unit Owner's undivided interest in the Common and Limited Common Elements, respectively.

SECTION 13. MAINTENANCE AND ALTERATIONS.

13.01 The Association may enter into a contract with any firm, person or corporation, or may join with other Condominium Associations and entities in contracting for the maintenance and repair of the Condominium Property or Properties and other type properties, and may contract for or may join with other Condominium Associations in contracting for the management of the Condominium Property or Properties and other type properties, and

REC-047-1329

may delegate to the contractor or manager all or any portion of the powers and duties of the Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the membership of the Association.

13.02 Each Unit Owner agrees as follows:

(a) To maintain the Private Elements of his Unit and the entire interior thereof in good and tenantable condition, to maintain, repair, and, if necessary, replace the fixtures and equipment therein including, but not limited to, the following when applicable: air conditioning and heating units, any and all appurtenances thereto wherever situated, including, but not limited to, any exterior parts thereof; refrigerator, stove, fans, dishwasher, and all other appliances; drains, plumbing fixtures and connections, sinks, plumbing within the Unit; electric panels, wiring, outlets and electric fixtures within the Unit; interior doors, windows, screening and glass; all exterior doors, except the painting of the exterior faces of exterior doors, which shall be a responsibility of the Association; and pay for all of his utilities, including electricity, water, gas, sewage and telephone and all taxes levied against his Unit. The cost of maintaining and replacing the appliances and carpeting within a Unit shall be borne by its Unit Owner.

(b) To pay for all of his utilities, including electricity, sewage and telephone used within the Private Elements of his Unit and all taxes levied against his Unit.

(c) Not to make, or cause to be made, any repairs to any plumbing or electrical wiring unit within a Unit except by licensed plumbers or electricians authorized to do such work by the Association or its delegate.

Plumbing and electrical repairs within a Unit shall be paid for by the Owner(s) of the Unit.

(d) Not to make or remove, or cause to be made or removed, any addition or alteration to his Unit, to the

MS047-1330

Common Elements or Limited Common Elements or do any act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made with the written consent of the Association and any Institutional First Mortgagee holding a mortgage on said Unit.

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

(f) To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing, or replacing Common Elements or Limited Common Elements; to determine in case of emergency, circumstances threatening Units, Common Elements or Limited Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

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

REC'D 7-13-31

13.03 In the event the Unit Owner fails to maintain his Unit as required herein, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in Court for an injunction to seek compliance with the provisions hereof. In lieu thereof, or in addition thereto, the Association shall have the right to levy an Assessment against the Unit Owner, and the Unit, for such necessary sums to remove any unauthorized addition or alteration, and to restore the property to good condition and repair.

13.04 The Association shall determine the exterior color scheme of the buildings, and shall be responsible for the maintenance thereof, and no Owner shall paint any exterior surface or add or replace anything thereon or affixed thereto, without written consent of the Association.

13.05 The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, provided that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner the cost of such repair or replacement may be assessed against such Unit Owner. Any assessment made pursuant to this Section or pursuant to Section 13.03 shall be enforceable in the same manner as provided for the enforcement of Assessments in Section 11 thereof.

SECTION 14. INSURANCE PROVISIONS.

14.01 Liability Insurance: The Association shall maintain comprehensive public liability and property damage insurance covering all of the Common and Limited Common Elements and insuring the Association, the Unit Owners (and, as long as a Maintenance Agreement is in effect, the Maintenance Company) in such amounts as the Association determines necessary, provided that the minimum amount of coverage shall be \$500,000.00 for bodily injury or death of any one person, \$1,000,000.00 for bodily injury or death of any number of persons arising out of any one occurrence and \$50,000.00 for any instance of property

REC-047-1932

damage. Premiums for such insurance shall be paid by the Association.

14.02 Casualty Insurance.

(a) Purchase of Insurance: The Association shall obtain and maintain fire, windstorm and extended coverage, including vandalism, and malicious mischief insurance covering all the insurable Condominium Property, including personal property owned by the Association, for the benefit of the Unit Owners and their mortgagees and the Association, as their interests may appear, with a company selected by the Association having not less than a policyholder's rating of A in the most recent edition of Best's Insurance Guide in an amount equal to the replacement of the Condominium Property, as determined annually by the Association. The company or companies with whom such insurance coverage is placed, as provided in this Declaration, must be authorized to do business in the State of Alabama.

(b) Loss Payable Provisions - Insurance Trustee: All policies purchased by the Association shall be for the benefit of all Unit Owners and their mortgagees, and the Association, as their interests may appear. However, an Insurance Trustee shall be the named insured and it shall not be necessary to name the Association or the Unit Owners or any mortgagees, although mortgage endorsements may be issued. The policies shall be deposited with the Insurance Trustee and shall provide that all insurance proceeds payable on account of loss or damage shall be payable to said Insurance Trustee. The Insurance Trustee may be any bank, maintaining offices and holding trust powers in Alabama selected by the Association. The Insurance Trustee shall not be liable for the payment of premiums, for the renewal or the sufficiency of policies, for the failure to collect any

REC-117-1333

insurance proceeds, nor for the form or content of the policies. The sole duty of the Insurance Trustee shall be to hold the insurance policies and to receive the proceeds paid pursuant to the policies in trust for the purposes stated herein, for the benefit of the Association and the Unit Owners and their respective mortgagees, in the following shares:

(1) Proceeds Paid on Account of Damage to Common or Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common or Limited Common Elements, respectively, appurtenant to his Unit.

(2) Proceeds Paid on Account of Damages to any Private Elements of Units: Proceeds on account of damage to Private Elements of Units shall be held for the owners of damaged Units in the proportion that the cost of repairing the damage suffered by each Unit Owner bears to the total cost of restoring all damaged Units, which cost shall be determined by the Association.

(3) Mortgagees: In the event a mortgagee endorsement has been issued with respect 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; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee, pursuant to the provisions of this Declaration.

REC-047-1334

(c) Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(1) Expense of the Trust: All expenses of the Insurance Trustee shall be first paid or provision made therefor, including reasonable compensation for services rendered by the Trustee.

(2) Reconstruction and Repair: The remaining proceeds of any insurance policy shall be utilized to pay the cost of reconstructing or repairing any damage. Any proceeds remaining after paying such costs shall be distributed to the beneficial owners, provided that, if a mortgagee endorsement has been issued with respect to a Unit, the shares of the Unit Owner will be paid to the Unit Owner and mortgagee jointly.

(3) Certificate: In making distribution to the Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

(d) Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien encumbering a Unit and for each Owner for any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

(e) Benefit of Mortgagees: Certain provisions in this Section 14.02 are for the benefit of mortgagees of Condominium Units, and may be enforced by such mortgagee.

14.03 Reconstruction or Repair After Casualty.

(a) In the event the Common or Limited Common or

98-047-1335

Private Elements of the Condominium are damaged by any casualty whether such damage is insured against or not, the same shall be repaired or reconstructed, by the Association or the Unit Owner, as the case may be.

(b) Plans and Specifications: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and by not less than 75% of the Unit Owners, including the owners of all damaged Units, which approval shall not be unreasonably withheld.

(c) Responsibility: If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of Unit Owner, then the Unit Owner shall be responsible for the reconstruction and repair of any damage caused by casualty. In all other instances the responsibility of reconstruction and repair of damage caused by casualty shall be that of the Association.

(d) Estimate of Costs: Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) Assessments: If the proceeds of insurance are not sufficient to pay the estimated costs of reconstruction and repair by the Association, or 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 all Unit Owners in the

REC'D 047 1936

case of damage to Common and Limited Common Elements, in sufficient amounts to provide funds for the payment of such costs. The assessment against a Unit Owner for damage to Units shall be in the same proportion to the Unit Owner's share in the Common and Limited Common Elements as applicable. Any assessment made pursuant to this Section may be enforced in the manner provided in Section 11 hereof.

14.04 Construction Funds. The funds for payment of costs of reconstruction and repair of damage caused by casualty, 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: If the total of the assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid on account of such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee: The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against 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 and order:

(1) Association - Minor Damage: If the amount of the estimated cost of reconstruction and

REC'D 7-13-37

repair which is the responsibility of the Association, is less than \$5,000.00, 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 hereinafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(3) Unit Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, promptly upon completion of all required repairs and reconstruction.

(4) Surplus: The first monies disbursed in payment of costs of reconstruction and repair shall be deemed to be the proceeds of insurance. 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 in the manner elsewhere stated, except that the part of a distribution to a Unit

MS047 Rev. 1985

Owner which is in excess of assessments paid by such owner into the construction fund shall be payable jointly to the Unit Owner and the Unit Owner's mortgagee.

(5) Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners on account of assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an Architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner, and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the Insurance Trustee shall require as a condition precedent to any disbursement, a certificate of Architect named by the Association certifying that the work has progressed to the point indicated in the contractor's application for payment, that to the best of the architect's knowledge, information and belief, the quality of

REC-047-1330

work is in accordance with the contract documents, and that the contractor is entitled to payment in the amount certified.

(6) Institutional Mortgagee's Right to Advance Premium: Should the Association fail to pay any insurance premiums when due or should the Association fail to comply with other insurance requirements of the Condominium Documents, any Institutional Mortgagee shall have the right, at its option, after ten (10) days' written notice to the Association, to obtain the insurance policies required hereby and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the Assessment and lien rights of the Association against the Unit Owners. All of such policies shall be promptly deposited with Insurance Trustee.

14.05 Restoration Not Required. In the event more than ninety percent (90%) in value of the Condominium Property is substantially damaged or destroyed by fire or other casualty and that extent of such damage is certified, in writing, by the Association to each Unit Owner, then three-fourths (3/4) of the Voting Members may signify their desire to terminate the Condominium, within sixty (60) days after the casualty by filing in the Public Records a Notice of Election to Terminate, accompanied by the Certification of Extent of Damage by the Association and the Condominium shall terminate. Thereafter, the Unit Owners will become tenants in common of the Condominium Property and the insurance proceeds, the share of each Unit Owner being the same as the respective share of Common and Limited Common Elements appurtenant to his Unit. Any mortgage or other lien which encumbers a Condominium Unit shall continue as a lien of equal dignity against the undivided interest of the Unit Owner in the Condominium Property and proceeds of insurance. If any

REC-047-1310

Unit Owner requests a partition of the property, the Condominium Property shall be sold, and each Unit Owner, or each Unit Owner and his respective mortgagee, will be entitled to recover from the fund composed of insurance proceeds and sale proceeds, a sum that shall be the same as the undivided share of such Unit Owner in the Common and Limited Common Elements. In the event the fund does not contain sufficient sums to fully compensate every Unit Owner, the sum payable to each Unit Owner will be proportionately reduced.

Before distribution to the Unit Owners of insurance or sale proceeds, all liens against a Condominium Unit will be paid to the extent the proceeds allocated to said Unit are sufficient to do so.

14.06 Other Insurance. The Association shall maintain Workmen's Compensation Insurance to meet the requirement of law and such other insurance as the Association shall determine from time to time to be desirable.

14.07 Unit Owner's Insurance. Each individual Unit Owner may purchase, at his own expense, insurance against any risk, including, but not limited to, liability insurance to cover accidents occurring within his Unit and insurance on his own personal property. Additionally, Unit Owners may purchase casualty insurance covering personal property within and any improvements to their Units, provided such insurance does not contain a co-insurance provision or any other provision that in any way affects the Master Policy maintained by the Association on the Condominium Property. If a Unit Owner desires casualty insurance covering personal property within his Unit and any improvements thereto, but is unable to obtain casualty insurance which satisfies the foregoing provision, the Association shall obtain additional coverage for such Unit Owner under the Master Policy. Any additional premium incurred by the Association on account of such additional coverage shall be the expense of the Unit Owner for whom such additional insurance was purchased. In the event of a casualty, the proceeds of any insurance purchased by a Unit

REC'D 047 1941

Owner, or by the Association on behalf of a particular Unit Owner as aforesaid, covering such Unit Owner's personal property and improvements within his Unit, shall be the sole property of such Unit Owner, and his mortgagee, as their interests may appear.

14.08 Waiver of Subrogation. If available without substantial additional cost, and where applicable, the Association and each Unit Owner shall endeavor to obtain policies which provide that the insurer waives the right of subrogation as to any claim against Unit Owners, the Association, their respective servants, agents and guests, and the Maintenance Company.

14.09 Notice to Unit Owners. The Association shall apprise each Unit Owner of the type and amount of insurance coverage maintained by the Association.

SECTION 15. OBLIGATIONS OF UNIT OWNERS.

15.01 In addition to the other obligations and duties heretofore set out in this Declaration, no Unit Owner shall:

(a) Use or permit the use of the Private Elements of his Unit for any purpose other than as a single family residence;

(b) Permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common or Limited Common Elements, or which will obstruct or interfere with the rights of other Unit Owners, or commit, permit or suffer any nuisance or illegal act in his Unit or on the Common or Limited Common Elements;

(c) Fail to conform to and abide by the By-Laws and non-discriminatory rules and regulations in regard to the use of the Condominium Property which may be adopted in writing from time to time by the Association, and to see that all persons using Unit Owner's property by, through or under him do likewise;

(d) Attempt to exempt himself from liability for his contribution toward the Common or Limited Common

REC'D 117 1342

Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.

SECTION 16. MAINTENANCE AGREEMENT.

16.01 The Association, by and through its Board of Directors, may enter into an agreement with the Maintenance Company entitled "Maintenance Agreement". Amendment or revision of such Maintenance Agreement shall not require the procedures for an amendment or change to the Declaration or to the By-Laws and may be accomplished by agreement in writing between the Association with the approval of its Board of Directors, and the Manager executed with the formality required of a deed and duly filed among the Public Records of Baldwin County, Alabama.

16.02 Each Unit Owner, his heirs, successors and assigns, shall be bound by said Maintenance Agreement to the same extent and effect as if he had executed said Maintenance Agreement for the purposes herein expressed, including, but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Maintenance Agreement by the Association;

(b) Covenanting and promising to perform pro tanto each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Maintenance Agreement;

(c) Ratifying, confirming and approving each and every provision of said Maintenance Agreement and acknowledging that all of the terms and provisions thereof are reasonable; and

(d) Agreeing that the persons acting as Directors and Officers of the Association entering into such agreement have not breached any of their duties or obligations to the Association.

00047-1313

SECTION 17. NOTICES.

17.01 Unit Owners. Whenever notices are required to be sent hereunder to Unit Owners, such notices may be delivered either personally or by mail, addressed to such Unit Owner's Unit address, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association or Maintenance Company shall be given by the affidavit of the person mailing or personally delivering said notices.

17.02 Association. Notices to the Association shall be delivered by mail to the Secretary of the Association at the registered office of the Association or at the Secretary's Unit or, in the event of the Secretary's absence, then to the President of the Association at his Unit, and, in his absence, any member of the Board of Directors of the Association.

17.03 Developer. Notices to the Developer shall be delivered by registered or certified mail at:

Romar Towers, Inc.
604 Bank for Savings Building
Birmingham, Alabama 35203

17.04 Maintenance Company. Notices to the Maintenance Company shall be delivered by registered or certified mail at:

The address shown on the
Maintenance Agreement.

17.05 All notices shall be deemed and considered to have been given when deposited in the United States Mail, postage prepaid, and addressed as aforesaid. Any party may change his or its mailing address by written notice duly receipted for. Notices required to be given the personal representatives of a deceased Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Owner is being administered.

SECTION 18. ESCROW ACCOUNT.

18.01 The Association shall have the right to establish and maintain in a national or state bank or a federal savings and

MSC047
1344

loan association, interest bearing savings accounts for such purposes as it may see fit to establish from time to time.

SECTION 19. AGREEMENTS FOR RECREATIONAL FACILITIES.

19.01 Agreements Subsequent to Filing of Declaration.

The Association may, either alone or in concert with other Condominium Associations, purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. Any such purchase or agreement entered into subsequent to the time the Unit Owners assume control of the Association shall be approved by a majority of the Voting rights and by the holders of a majority of the indebtedness secured by mortgages held by Institutional Mortgagees' provided, however, that no Unit Owner shall be charged with cost or expense of such acquisitions or expense of such acquisitions or expense of the administration, repair or replacement thereof without such Unit Owner's express consent. The expense of ownership, rental membership fees, operations, replacements, and other undertakings in connection therewith shall be Common or Limited Common Expenses, as appropriate, together with all other expenses and costs herein or by law defined as Common or Limited Common Expenses.

REC-0147-1315

SECTION 20. TERMINATION.

20.01 The Condominium may be terminated in the following manner:

(a) Agreement: The termination of the Condominium may be effected by unanimous agreement of the Unit Owners and the holders of all liens of record affecting any of the Condominium Property which agreement shall be evidenced by written instrument executed in the manner required for conveyance of land. The termination shall

be effective when such instrument is recorded in the Public Records of Baldwin County, Alabama.

(b) Any unpaid sums due the Association or any Maintenance Company shall survive any termination of the Condominium and shall continue to be an obligation of the Association and the Unit Owners or either of them and shall continue to be a lien against the Condominium Unit until paid.

(c) After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares. Each Unit Owner's share with respect to the previous Common and Limited Common Elements shall be the same as the percentage of Common and Limited Common Elements appurtenant to his Condominium Unit prior to the termination. Each Unit Owner's share with respect to the previous Private Elements shall be the same as the percentage of Common Elements appurtenant to his Condominium Unit prior to termination.

SECTION 21. MISCELLANEOUS PROVISIONS.

21.01 Developer's Rights. Developer reserves the right to correct errors and misspellings in the Condominium Documents without the consent of any Unit Owner or Institutional Mortgagee, so long as such corrections do not change the share of any Unit Owner in the Common and Limited Common Elements, Common and Limited Common Surplus, or Common and Limited Common Expenses or adversely affect the rights of any Institutional Mortgagee or other lien holder of record. If such corrections are made subsequent to the time the property is submitted to Condominium Ownership and prior to the time there are voting members of the Association other than Developer, an Amendment to the Declaration reflecting such corrections shall be filed by Developer, which Amendment need be signed, acknowledged and approved only by Developer. Developer reserves the right to promulgate, amend or

REC-047-1346

delete rules and regulations affecting the conduct of Unit Owners so long as such rules and regulations are reasonable, non-discriminatory, and do not substantially change the rights of any Unit Owner or Institutional Mortgagee or lien holder of record.

21.02 Provisions of Declaration - Binding Effect. All provisions of the Condominium Documents are intended to be and shall be construed as covenants running with the land and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto, and every Unit Owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Condominium Documents.

21.03 Combining Units. Nothing set forth in this Declaration shall be construed to prohibit the Developer or the Association from authorizing the removal of or removing any party wall between any Condominium Units in order that the said Units might be used together as one integral Unit. If the joinder of two or more Units into a single Unit is permitted, all Assessments, voting rights, and the share of the Common and Limited Common Elements shall be calculated as if such Units were maintained as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one. The Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

21.04 Attorney's Fees. In addition to the other remedies available to the Association, should the Association or the Maintenance Company, on behalf of the Association, or on its own behalf, find it necessary to employ an attorney at law to enforce any obligation of a Unit Owner under the Condominium Documents, the offending Unit Owner shall reimburse the Maintenance Company or the Association, or both of them as the case may be, for reasonable attorneys' fees incurred by it in connection with such default.

MS047-1347

21.05 Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

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

21.07 Institutional First Mortgages. Where an Institutional First Mortgage, by some circumstance, fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless, for the purpose of the Condominium Documents, be deemed to be an Institutional First Mortgage.

21.08 Severability of Provisions. If any term, covenant, provision, phrase or other element of the Condominium Documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of said Documents or of the Condominium Act.

21.09 Warranties. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium Documents except as specifically set forth therein, and no person shall have the right to rely upon any warranty or representation not so specifically made therein. All estimates of Common and Limited Common Expenses, taxes or other charges are made in good faith and Developer believes the same to be accurate, but no warranty or guaranty as to their accuracy is made or intended nor may one be relied upon except where the same is specifically warranted or guaranteed. The Developer has constructed or will construct the buildings and improvements substantially in accordance with the plans and specifications in Exhibit "B", attached hereto and it

REC-047-1348

is hereby agreed that this is the full extent of the Developer's liability and responsibility.

The Developer shall not be responsible for conditions resulting from condensation or an expansion or contraction of materials, paint over walls, either interior or exterior, loss or injury caused in any way by the elements; the water tightness of windows and doors, defects which are the result of characteristics common to the materials used; and damage due to ordinary wear and tear or abusive use, collection of water within the buildings or on any other portion of the Condominium Property, nor anything of any type or nature except such items as are specifically delineated and agreed to in writing between the Developer and the individual Unit Owner, and it is understood and agreed that the Developer shall have no responsibility whatsoever as to the matters provided in this Section 23.09 to the Association. Guaranties or warranties given by Developer's contractor and by any subcontractors, and warranties obtained from the manufacturers of appliances and equipment as specified by said manufacturers, contractors and subcontractors will be assigned by Developer to the Association and may be enforced by either the Association or the Unit Owner. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR OTHERWISE, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY FIXTURES, EQUIPMENT, APPLIANCES, PERSONAL PROPERTY, AND REAL PROPERTY AND IMPROVEMENTS THEREON IS MADE BY DEVELOPER.

21.10 Acceptance by Association. The Association, by its execution of this Declaration of Condominium, approves the foregoing, and all of the covenants, terms and conditions, duties and obligations of this Declaration and Exhibits attached hereto. The Unit Owners, by virtue of their acceptance of the Deed of Conveyance as to their Condominium Units, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents.

MS047-1349

21.11 Partition. No Unit Owner shall bring, or have any right to bring, any action or partition or division of the Condominium Property.

21.12 Resident Manager's Unit. The Association is authorized to purchase one (1) Condominium Unit afor the use of the Resident Manager(s) or Association employees. The mortgage payments, insurance premiums, property taxes, and all other expenses relating to said Units will be treated as a Common Expense so long as used for this purpose.

21.13 Pets. The Association shall have the right to establish the terms and conditions upon which pets may be kept or maintained by Unit Owners in their Units or on the Common and Limited Common Elements. Until otherwise permitted by rules of the Association, no pet shall be kept or maintained by Unit Owners in their Units or on the Common or Limited Common Elements which weighs in excess of forty (40) pounds.

21.14 Fees for Pets. The Association shall have the right to establish from time to time reasonable pet fees. The initial fee charged for each pet shall be \$2.00 per month.

21.15 Maintenance by Developer. The Association shall keep the Common Elements in a neat and attractive condition at all times. In the event the Association fails to so maintain the Common Elements, the Developer shall have the right, but not the obligation, to go upon the Common Elements and to cut and remove tall grass and weeds; to remove rubbish and trash; and to do any and all other things necessary or desirable to maintain the Common Elements in a neat and attractive condition, all at the sole expense of the Association. The reasonable expenses of Developer incurred pursuant hereto shall be paid by the Association to Developer upon demand and shall constitute Common Expenses.

21.16. Mortgagee Notices. Upon written request to the Association, identifying the name and address of the holder, insurer ~~or~~ guarantor and the unit number or address, any mortgage

MS047-1350

holder, insurer, or guarantor will be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage.

B. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

C. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, Developer has executed this Declaration of Condominium Ownership this 15 day of November, 1983.

ROMAR TOWNERS, INC.

By Bruce Anderson, President
Its President

REC'D 11-17-83

For good and valuable considerations, the receipt whereof is hereby acknowledged, ROMAR TOWERS CONDOMINIUM, INC., an Alabama corporation, not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, ROMAR TOWERS CONDOMINIUM, INC., has caused these presents to be signed in its name by the President, attested to by its Secretary, the day and year first above written.

ATTEST:

ROMAR TOWERS CONDOMINIUM, INC.

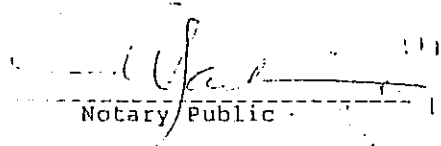
By [Signature]
Its Secretary

By Bruce Anderson, President
Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I hereby certify that on this 13th day of December, 1983, before me personally appeared Bruce Andrews, as President, and Fred F. Burgos, as Vice President, of ROMAR TOWERS CONDOMINIUM, INC., an Alabama corporation, not for profit, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and said instrument is the act and deed of said corporation.

WITNESS my official hand and seal the day and year above written.

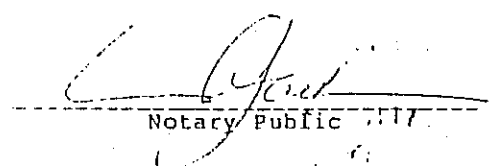


Notary Public

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruce Andrews, whose name as President of Romar Towers, Inc., a corporation, 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 13th day of December, 1983.



Notary Public

MISSO47-1352

This instrument was prepared by:

William A. Jackson, Attorney
2240 Lakeshore Drive, Suite 120
Birmingham, Alabama 35209

EXHIBIT "A"

PARCEL A: Commencing at the NW corner of Lot 1, Block "B", of Subdivision 2 of fractional Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama, as recorded in Deed Book 304, Page 13, and Map Book 5, Page 133, of the records of the Judge of Probate of Baldwin County, Alabama; run thence North $74^{\circ} 45' 30''$ East along the South line of Alabama Highway 182 a distance of 102 feet to the point of beginning of the property herein described. Continuing North $74^{\circ} 45' 30''$ East a distance of 65 feet; run thence South 700 feet, more or less, to the margin of the Gulf of Mexico; run thence Southwesterly along the said margin a distance of 65 feet, more or less, to a point immediately South of the point of beginning. Run thence North a distance of 692 feet, more or less, to the point of beginning.

PARCEL B: Commencing at the NW corner of Lot 1, Block "B", of Subdivision 2 of fractional Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama, as recorded in Deed Book 304, Page 13, and Map Book 5, Page 133, of the records of the Judge of Probate of Baldwin County, Alabama. Run thence North $74^{\circ} 45' 30''$ East along the South line of Alabama Highway 182 a distance of 167 feet to the point of beginning of the property herein described. Thence continue North $74^{\circ} 45' 30''$ East a distance of 65 feet; run thence South a distance of 713 feet, more or less, to the margin of the Gulf of Mexico; run thence Southwesterly along the said margin a distance of 65 feet, more or less, to a point immediately South of the point of beginning; run thence North a distance of 700 feet, more or less, to the point of beginning.

LESS AND EXCEPT PARCEL C described as follows: Commencing at the NW corner of Lot 1, Block "B", of Subdivision 2, of fractional Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama, as recorded in Deed Book 304, Page 13, and Map Book 5, Page 133, of the records of the Judge of Probate of Baldwin County, Alabama; run thence North $74^{\circ} 45' 30''$ East along the South line of Alabama Highway 182 a distance of 102 feet to the point of beginning of the property herein described; continue thence North $74^{\circ} 45' 30''$ East a distance of 30 feet; run thence South 147.5 feet; run thence South $69^{\circ} 44'$ West a distance of 30.5 feet, more or less, to a point immediately South of the point of beginning; run thence North a distance of 150.3 feet, more or less to the point of beginning.

Mineral and mining rights excepted.

RECORDED
1953

EXHIBIT "B"

See Apartment Book No. 7, Page 168-179, in the
Office of the Judge of Probate of Baldwin County, Alabama, for
plans and drawings of the Romar Towers Condominium.

MS017-1334