

STATE OF ALABAMA:
HOUSTON COUNTY:

: DECLARATION OF WILLOWBROOK AT
: THE CLUB TOWNHOUSES ^{PHIX} 066 PAGE 984
: A CONDOMINIUM

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

ARTICLE I

THE PROPERTY

- A. Property. As used herein, the term "property" means and includes the land hereinafter identified and all improvements and structures now existing or hereafter placed by Declarant thereon, all easements, rights and appurtenances belonging thereto, and articles of personal property now or hereafter provided by Declarant and intended for use in connection therewith.
- B. Land. The land ("Land") which is the subject of this Declaration is that certain tract or parcel described in Exhibit "A" attached hereto, and the Common Elements as shown and delineated on the plat of survey entitled "Willowbrook At The Club" filed for record in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 7, Page 55. Private Elements A-1 to A-4, B-1 to B-5, C-1 to C-5, and D-1 to D-4, together with the Common Elements, are all owned by the Declarant in fee simple, subject to certain liens and encumbrances.

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

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

D. Party Walls.

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

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

all as shown on the plat.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

THE ASSOCIATION

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

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

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

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

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

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

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

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

ARTICLE III

COMMON EXPENSES

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

1. Expenses of administration, maintenance, repair or replacement of the Elements.
2. Expenses declared to be Common Expenses by the Act, this Declaration, or by the By-Laws; and

3. Expenses agreed upon as Common Expenses or lawfully assessed against the Owners as a group by the Association. Declarant shall not be required to bear any portion of the Common Expenses on account of any interest in the Common Elements owned by the Declarant except to the extent that such interest is appurtenant to one or more dwellings which are completed and ready for occupancy.

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

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

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

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

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

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

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

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

ARTICLE IV

EASEMENTS, COVENANTS AND RESTRICTIONS

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

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

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

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

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

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

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

ARTICLE VII
AMENDMENTS

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

1. No amendment by the Owners shall alter the dimensions of a Dwelling or the percentage of the interest in the Common Elements appurtenant thereto without the consent of the Owner of said Dwelling; and
 2. No amendment by Declarant shall materially alter the plan of development set forth in the plat without the consent of all Owners affected thereby.
- B. By Declarant. Declarant reserves the right to amend this Declaration and the By-Laws at any time without the consent of the Owners so long as Declarant owns any Dwelling, subject to the following conditions.
1. No amendment by Declarant shall divest an Owner of any portion of his Dwelling without the consent of such Owner; and
 2. No amendment by Declarant shall materially alter the plan of development set forth on the plat without the consent of all Owners affected thereby.

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

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

ARTICLE VIII

DECLARANT

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

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

ARTICLE IX

MISCELLANEOUS

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

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

the Association or in a case by an aggrieved Owner.

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

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

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

F. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof.

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

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

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

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

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

JAMES GRANT COMPANY, INC.,
a corporation,

By: [Signature]
James W. Grant, III,
President

ATTEST:

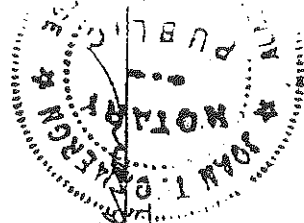
[Signature]
Secretary

(Corporate Seal)

STATE OF ALABAMA:
HOUSTON COUNTY:

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

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

[Signature]
Notary Public


My Commission Expires Feb. 29, 1984

EXHIBIT "A"

PROPERTY DESCRIPTION

Re: Willowbrook at the Club Townhouses

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

EXHIBIT "B"

WILLOWBROOK AT THE CLUB
TOWNHOUSES

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

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

22.50
W. J. [Signature]
Filed this 1 day of [Signature] 82 23 9 P. M. 1984
Deed Tax Paid. Recorded in Book 66 Page 984
* [Signature]
Judge of Probate No. 15214
HOUSTON COUNTY, ALABAMA
JUDGE OF PROBATE

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

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

ARTICLE V
INSURANCE

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

ARTICLE VI
REPAIR AND RESTORATION

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

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