

DECLARATION OF CONDOMINIUM
OF
MOORE CENTRAL STATION CONDOMINIUM

THIS Declaration, is made this 11th day of May, 2009, by DILWORTH DEVELOPMENT, INC., an Alabama corporation, hereinafter called "DEVELOPER", for itself, its successors, grantees and assigns.

RECITALS

1. The Developer is the fee simple owner of that certain parcel of Real Property situated in the County of Lee, State of Alabama, hereinafter more particularly described, and intends to improve said Real Property in the manner set out herein.
2. The Developer proposes to establish a Condominium pursuant to the provisions of the Act. The Condominium shall be known as **MOORE CENTRAL STATION CONDOMINIUM**.
3. The Condominium consists of one (1) building containing a total of approximately 20,451 square feet of gross building area, which will contain eleven (11) units of varying sizes, together with access and appurtenant facilities herein described.

NOW, THEREFORE, the Developer, hereby makes the following Declaration.

ARTICLE I
DEFINITIONS

The terms used in this Declaration and in the Bylaws shall have the meanings stated in the Act, and as follows, unless the context otherwise requires:

- 1.01. "ACT" means the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), Section 35-8A-101, et seq.
- 1.02. "ARTICLES" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Lee County, Alabama, and identified as Exhibit F attached hereto.
- 1.03. "ASSESSMENT" means the proportionate share of the funds required for the payment of the Common Expenses which from time to time may be levied against each Unit Owner.

- 1.04. "**ASSOCIATION**" means **Moore Central Station Condominium Owners' Association, Inc.**, an Alabama not for profit corporation, and its successors, and is the corporation organized under the Act.
- 1.05. "**BOARD**" means the Board of Directors of the Association.
- 1.06. "**BUILDING**" means all structures or structural improvements located on the Real Property and forming part of the Condominium.
- 1.07. "**BYLAWS**" means the duly adopted Bylaws of the Association, identified as "Exhibit G" attached hereto.
- 1.08. "**COMMON ELEMENTS**" means all portions of the Condominium other than the Units.
- 1.09. "**COMMON EXPENSES**" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves.
- 1.10. "**COMMON SURPLUS**" means the excess of all receipts of the Association arising out of the Common Elements over the amount of the Common Expenses.
- 1.11. "**CONDOMINIUM**" means **Moore Central Station Condominium**, and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration.
- 1.12. "**CONDOMINIUM DOCUMENTS**" means the Declaration, Bylaws, Articles and all rules and regulations adopted by the Association and all exhibits attached thereto as the same may be amended from time to time.
- 1.13. "**CONDOMINIUM PROPERTY**" or "**PROPERTY**" means all property, both real and personal, which is submitted to the condominium form of ownership as provided for herein and includes the Real Property and all improvements now existing or hereafter placed thereon and all easements, rights, interests, or appurtenances thereto, and all personal property now or hereafter used in connection therewith.
- 1.14. "**DECLARATION**" means this Declaration of Condominium and any amendments thereto which may be made from time to time.
- 1.15. "**DEVELOPER**" means **Dilworth Development, Inc.**, an Alabama corporation, and its successors and assigns.

1.16. "DEVELOPMENT" shall have the same meaning as "Condominium Property" or "Property".

1.17. "DEVELOPMENT RIGHTS" shall have the same meaning as is defined in the Act and as set out in the Declaration.

1.18. "LIMITED COMMON ELEMENT" shall have the same meaning as is defined in the Act and as set out herein in Section 5.12.

1.19. "MEMBER" means a member of the Association, membership in which is confined to Unit Owners.

1.20. "MORTGAGEE" means any lender holding a mortgage or vendor's lien on any part or all of the Condominium Property.

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

1.22. "OWNER" means the record owner, including Developer, of fee simple title to any Unit whether a corporation, partnership, proprietorship, association, or other entity of any nature, including natural persons.

1.23. "PERSON(S)" means a natural person, a corporation, a partnership, a limited partnership, the Association, a Trustee, or other legal entity.

1.24. "PLANS" mean the site plan and elevations of the Condominium prepared by an independent registered engineer or registered architect, which are marked "Exhibit B and Exhibit C" and attached hereto.

1.25. "REAL PROPERTY" means the Real Property which is submitted to the Condominium form of ownership as provided for herein.

1.26. "SPECIAL DECLARANT RIGHTS" shall have the same meaning as is defined in the Act and as set out in the Declaration.

1.27. "UNIT" or "PRIVATE ELEMENT" shall have the same meaning as "Unit" as defined in the Act. The Units are designated on the Plans.

1.28. "UTILITY SERVICES" shall include but not be limited to electrical power, garbage, water and sewage disposal.

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

ARTICLE II
NAME

2.01. The name by which this Condominium is to be known is **MOORE CENTRAL STATION CONDOMINIUM**.

ARTICLE III
THE REAL PROPERTY

3.01. The Real Property owned by the Developer which is herewith submitted to the Condominium form of ownership is located at 2124 Moores Mill Road, Auburn, Alabama and is that certain parcel of Real Property lying and being in Lee County, Alabama, and being more particularly described on Exhibit A attached hereto and made a part hereof.

The Real Property is subject to the following:

- (a) Zoning, planning and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Auburn, Alabama, or any other governmental authorities having jurisdiction over the Real Property.
- (b) Development Rights and Special Declarant Rights granted Developer by the Condominium documents and by the Act.
- (c) All ad valorem taxes and assessments for the current year and all subsequent years.
- (d) All easements, restrictions, rights-of-way, reservations and other matters of record, including but not limited to the Declaration of Easements, Covenants and Restrictions for Ogletree Village Business Park recorded in Miscellaneous Book 1273 at Page 100 and the Declaration of Condominium of Ogletree Village Land Condominium recorded in Book 8005 at Page 247 all in the Office of the Judge of Probate of Lee County, Alabama.
- (e) All of the terms and provisions of the Condominium Documents.

ARTICLE IV
PURPOSE

4.01. The Developer hereby submits the Real Property described above together with all improvements, buildings, structures, and all other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the Condominium form of ownership and use in the manner provided for by the Act.

ARTICLE V
DEVELOPMENT PLAN

5.01. **Plans.** The Developer intends to construct the Building in accordance with the Plans and to sell Units to Owners, who will contract with Developer for the build-out of the interior of each Unit in accordance with their specifications and the terms of a construction contract between Owner and Developer.

5.02. **Amendment.** This Declaration may be amended by the Developer without the consent of any Unit Owner, Mortgagee, or other Person in order to exercise any Development Rights or Special Declarant Rights, so long as said amendment complies with the requirements of the Act.

5.03. **Agreement.** Each Person who shall acquire any Unit in the Condominium or interest in or lien upon any such Unit shall be deemed, by accepting a conveyance of or otherwise acquiring such Unit interest or lien, to have agreed and consented, within the meaning of this Declaration and of the Act to be bound by the terms and provisions hereof and to have further agreed and consented that any amendment to this Declaration executed by the Developer alone pursuant hereto shall be binding and effective as written notwithstanding the fact that the undivided interest of the Unit Owners in the Common Elements will be changed thereby.

5.04. **Easements.** Easements are reserved to the Developer throughout the Common Elements as may be reasonably necessary for the purpose of discharging the Developer's obligations or exercising any Development Rights or Special Declarant Rights. Further, the Developer, its successors and assigns, reserves a perpetual nonexclusive easement for access, ingress and egress in, over and through all common areas for its guests, licensees, lessees, customers and employees to and from any adjacent and contiguous property for the purpose of real estate sales or any other business operated by the Developer on such property. Developer reserves to itself, its tenants, assigns, licensees, lessees, customers, employees, purchasers of Units, and their tenants, servants, employees, agents, visitors, invitees, or licensees, a perpetual nonexclusive easement for access, ingress and egress in, over and through all common areas.

A. **Utilities and Drainage:** Easements are reserved throughout the Condominium Property as may be required for Utility Services and drainage in order to adequately serve the Condominium; provided, however, such easements to a Unit shall be only in accordance with the Plans, unless approved in writing by the Unit Owner. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such

other Units and located in such Unit; provided, however, that the foregoing easement shall not be deemed to authorize or permit any Unit Owner to enter upon or into the Unit or any of the Limited Common Elements of another Unit Owner without the express written approval of such Unit Owner. The Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere on the Condominium Property; provided, however, that such right of access, except in the event of emergency, shall not (i) unreasonably interfere with the Unit Owners permitted use of that Unit, and (ii) be made without the prior consent and approval of the Unit Owner.

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

C. **Support:** Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other Units, and the Common Elements.

D. **Access:** Each Unit shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, lobbies, stairways, walkways, and lanes, and light passage ways, as the same may from time to time exist in the Common Elements; and for ingress and egress over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any Person the right to park on any portion of the Condominium Property not designated as a parking area nor shall it give or create in any Person the right to use or occupy a Limited Common Element designated for the exclusive use of others. This easement shall be non-exclusive and shall include the right of ingress and egress to a public street upon and over Common Elements providing such access and as shown on the Plans.

5.05. **General Description of Improvements:** The Condominium Property consists of one 2-story building with a basement, containing a gross building area of approximately 20,451 square feet.

5.06. **Units:** (Private Elements) The portion of the Development which the Unit Owner shall have exclusive use thereof, is the Unit which is owned by the Unit Owner.

A. **Horizontal Boundaries.** (Planes). The upper and lower boundaries extended to their planer intersections with the vertical boundaries of each Unit shall be:

(1) **Upper Boundary.** The horizontal plane of, or what is customarily the upper surface of any suspended ceiling or nonstructural ceiling within the Unit.

(2) **Lower Boundary.** The horizontal plane of the unfinished upper interior surface of the floor.

B. **Vertical Boundaries:** (Planes). The vertical boundaries of each Unit shall be: the vertical planes of the interior surfaces of exterior windows and glass doors bounding a Unit; and the interior surfaces of the entry doors bounding a Unit; and the inner surface of studs within the walls of the Unit perimeter, excluding paint, wall paper, and light coverings, sheetrock and paneling, extended to their planer intersections with each other and with the upper and lower boundaries.

5.07. **Unit Floor Plans.** The Owner of each Unit shall be responsible for establishing the floor plan and interior finishes for their Unit and shall have the right to change the interior design of its Unit, without the consent of the other Owners.

5.08. **Unit Ownership.** Each Unit Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit Owner shall have the unrestricted right of ingress and egress to his Unit, which right shall be an appurtenance to his Unit. The private elements of each Unit shall consist of the following:

A. The air space of the area of the Building lying within the Unit boundaries.

B. The surfacing materials on the interior of all Unit perimeter walls, including walls separating one Unit from another Unit. This is intended to include the sheetrock or paneling on any common-party walls falling between Units and walls along the building perimeter. Such sheetrock or paneling is a private element.

C. The structural components and surfacing materials of all interior walls located within the boundaries of the Unit.

D. The surfacing materials of the floors and ceilings of the Unit.

E. Any toilets, sinks or other appliances installed within a Unit, and any lighting fixtures and hardware installed within a Unit except those exterior lighting fixtures assigned to the common use of the Condominium.

F. All interior trim and finishing materials within the confines of the Unit.

5.09. **Surfaces.** A Unit Owner shall not be deemed to own the structural components of the perimeter and/or load-bearing walls, nor the windows and doors bounding the Units. A Unit Owner, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain sheetrock, paneling, paint, repaint, tile, wax, paper, or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on window screens; and all appurtenant installations, including all pipes, ducts, wires, cables, and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in common areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Unit Owner shall have the exclusive right and duty to wash and keep clean the interior surfaces of windows and doors bounding his Unit.

5.10. **Changes to Unit Boundaries.** Each Owner shall also have the right to subdivide, join or alter the boundaries between Units owned by it, which said change shall be reflected by recording of a condominium plat setting forth the dimensions of the newly created Units. No change of boundaries shall alter the boundaries of the Common Elements without amendment of this Declaration in the manner described herein. If the boundaries of more than one (1) Unit are altered, or the number of Units is increased or decreased, the shares of the Common Elements which are allocated to the altered Units shall be appropriately reapportioned.

5.11. **Common Elements.** Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the other Unit Owners. The Common Elements of the Condominium are all portions of the Condominium other than the Units and will include the common areas and facilities located substantially as shown on the Plans. Such common areas and facilities will include the following:

A. All improvements and parts of the Real Property which are not a Unit or Private Element.

B. All sidewalks, lobbies, porches, stairways, walkways, driveways and other means of ingress and egress.

C. Installations providing service to a Building, or to any Unit, such as electrical power, gas, light, hot and cold water, sanitary and storm sewer facilities, and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and all other apparatus and installations in connection therewith, whether located in the Common Elements or in the Units, except when situated entirely within a Unit for service only of that Unit.

D. All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Owners.

E. All foundations, slabs, columns, beams and supports of the Building and such component parts of exterior walls and walls separating Units, roofs, floors, and ceilings as are not described herein as Private Elements.

F. Lawn areas and landscaping.

G. All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, and fire lighting equipment, which are not reserved for the use of certain Unit Owners.

H. All area, outdoor and exterior lights not metered to individual Units.

I. All other parts of the Condominium Property existing for the common use or necessity of the existence, maintenance and safety of the Condominium.

J. All other items listed as such in the Act.

5.12. **Limited Common Elements.** The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows:

A. The areas above or what is customarily above (the upper surface) any suspended ceiling or nonstructural ceiling within the Unit and the areas on the second floor of the Building between the boundary of the Unit and the exterior wall of the Building, which contains plumbing lines, electrical and communications conduit and heating and air conditioning duct and similar mechanical or electrical systems and may be used as storage by adjoining Unit Owners. The maintenance, repair and upkeep of systems and services and equipment (other than heating and air conditioning equipment/duct work) within said areas shall, subject to the limitations on access set forth in Section 5.04A above, be the responsibility of the Association unless due to damage caused by the Unit Owner to which the Limited Common Element is appurtenant. Notwithstanding the above, any equipment installed within the Limited Common Elements by a Unit Owner shall be maintained and repaired by such Unit Owner.

B. All exterior doors and windows, shutters or other fixtures designed to serve a single unit, but located outside the Unit's boundaries.

5.13. **Development Rights.** Declarant reserves the right to (i) add real estate to the Condominium; (ii) to create Units, Common Elements or Limited Common Elements within the Condominium; (iii) to subdivide or join Units or convert Units into Common Elements; or (iv) to withdraw real estate from the Condominium.

5.14. **Special Declarant Rights.** Declarant reserves the right (i) to complete improvements indicated on the Plats and Plans filed with this Declaration; (ii) to exercise any Development Right; (iii) to maintain sales offices, management offices, signs advertising the Condominium and models; (iv) to use the easements through the Common Elements for the purpose of making improvements within the Condominium or within any real estate which may be added to the Condominium; (v) to make the Condominium subject to a master association; (vi) or to appoint or remove any officer of the association, or any master association, or any board member during any period of Declarant control. Special Declarant Right must be exercised on or before twenty (20) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Lee County, Alabama. No assurance is made concerning whether or not any Unit will be or will not be changed by the Developer nor is any assurance made concerning the nature, character, or quality of said change. The exercise by the Developer of the Special Declarant Right to change a Unit does not obligate the Developer to exercise said right in any one or all of any other Unit in the Condominium.

ARTICLE VI **COMMON ELEMENTS**

6.01. **Ownership.** A schedule setting forth the percentage of undivided interest of each Unit in the Common Elements is attached hereto, marked "Exhibit D" and by reference made a part hereof. The percentage of undivided interest of each Unit in the Common Elements is determined by dividing the total number of square feet of interior area of each Unit by the total number of square feet of interior area in all Units. For purposes of percentage of ownership in the Common Elements, percentage of Common Expenses, and percentage of Common Surplus, the percentages as set out on Exhibit D shall govern. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any Action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void. Each Unit Owner, and the holder of any Mortgage or lien on or other interest in any Unit, shall be deemed by the

acceptance of a conveyance of, title to, or Mortgage or lien on such Unit, to have agreed and consented, within the meaning of this Declaration and the Act to such change or changes in the Unit's interest in the Common Elements and Common Surplus and each Unit's share of the Common Expenses as may result from the addition, if any, of further phases, and to have so agreed and consented to any amendment or amendments to this Declaration effectuating the same.

6.02. **Use.** Each Unit Owner shall have the right to use the Common Elements in common with the Unit Owners of other Units as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Condominium Property. The right to use the Common Elements shall be subject to and governed by the provisions of the Act, Condominium Documents, and the Rules and Regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements subject to the provisions of the Declaration and Bylaws.

6.03. **Share of Common Expenses.** Each Unit Owner shall be assessed and is individually liable for a proportionate share of the Common Expenses, and the proportionate share of the Common Expenses shall be the same ratio as the Unit Owner's percentage ownership in the Common Elements as the case may be. Payment of Common Expenses shall be in such amounts and at such times as determined in the Bylaws. Assessments shall be collected by the Association on a monthly basis. No Unit Owner shall be exempt from payment of his or her proportionate share of the Common Expenses by waiver or nonuse or non-enjoyment of the Common Elements, or by abandonment of his Unit. Common Expenses shall include, but shall not necessarily be limited to expenditures made, including but not limited to the assessments due to the Ogletree Village Land Condominium Owners Association, Inc., or liabilities incurred by the Association, together with payments or obligations to reserve accounts.

6.04. **Late Payment of Assessments.** Assessments for Common Expenses or installments thereon, paid on or before fifteen (15) days after the date when due shall bear no interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear such late charges, penalties, interest and other costs and expenses, at a rate set by the Board, but not to exceed the maximum legal rate, together with all expenses, including attorneys' fees incurred by the Association in any undertaking to collect such unpaid Assessments and expenses. All payment upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the Assessment payment due. The Association may, in the manner provided for in the Bylaws, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and rules and regulations of the Association.

6.05. **Liens for Assessments.** The Association is hereby granted a lien upon each Unit, any Limited Common Elements exclusively allocated to such Unit, and its

appurtenant undivided interest in Common Elements, which lien shall secure and does secure the moneys due for all Assessments now or hereafter levied or subject to being levied against the Unit Owner which lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent Assessment owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable Attorney's fee, which may be incurred by the Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the Common Elements.

6.06. **Priority of Lien.** The Association shall have a lien for nonpayment of Common Expenses as is provided by the Act. All Persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses shall not be affected by any sale or transfer of a Unit, except as herein provided. Notwithstanding anything provided herein to the contrary, the lien for Assessments and other charges authorized herein with respect to any Unit shall be superior to all other liens, except; (a) liens and encumbrances affecting a Unit recorded before the recordation of this Declaration; (b) the lien of any Mortgage encumbering a Unit which has been recorded before the date on which the Assessments sought to be enforced became delinquent and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. Notwithstanding anything provided herein to the contrary, in the event any Mortgagee exercises the foreclosure rights provided in its Mortgage and at such foreclosure sale either acquires title to or sells to a third party its interest in a Unit, then such Mortgagee or its purchaser or transferee at such foreclosure sale shall (i) not be liable for the then unpaid portion of any Assessments or other charges incurred prior to the date of transfer or acquisition of title by foreclosure by such Mortgagee but (ii) be liable for all Assessments and other charges levied, assessed or incurred with respect to such Unit from and after the date of such foreclosure sale. The foregoing shall not relieve any Owner whose Unit has been foreclosed from the personal obligation to pay all Assessments and any other charges levied, assessed or incurred by the Association and the Association shall have the right to pursue all rights and remedies against a defaulting Owner notwithstanding the foreclosure of a Mortgage on such Owner's Unit.

6.07. **Disposition of Surplus.** Each Unit shall carry with it a proportionate share of Common Surplus, as the case may be, and the proportionate share of Common Surplus shall be the same ratio as that Unit Owners' percentage ownership of the Common Elements; or in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair, and replacement of the Common Elements, at the sole discretion of the Association.

ARTICLE VII
THE ASSOCIATION

7.01. **Powers and Duties.** The operation and administration of the Condominium shall be by the Association of the Unit Owners, pursuant to the provisions of the Act. The Association shall be a not-for-profit Alabama Corporation incorporated by Articles of Incorporation recorded in the Office of the Judge of Probate of Lee County, Alabama. The Association shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of its powers. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Unit Owners of the Condominium with reference to the Common Elements, the roof and structural components of a Building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a Building as distinguished from mechanical elements serving only a Unit; and with reference to any and all other matters in which all the Unit Owners have a common interest. The Association shall have all the powers and duties set forth in the Act, as well as all the powers and duties granted to or imposed on it under the Bylaws and other Condominium Documents as they may be amended from time to time. Subject to the limitations on access set forth in Section 5.04A above, the Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other Person or Persons. The Association shall have a reasonable right to entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Development and further, shall have the right to grant permits, license, and easements over the common areas for utilities, roads, and other purposed reasonably necessary or useful for the proper maintenance or operation of the Development. The Board shall have the authority and duty to levy and enforce the collection of general and specific Assessments for Common Expenses and is further authorized to provide adequate remedies for failure to pay such Assessments.

7.02. **Name.** The name of the Association shall be **Moore Central Station Condominium Owners Association, Inc.**

7.03. **Members.** Each Unit Owner shall be a Member of the Association as long as he is a Unit Owner. A Unit Owner's membership shall immediately terminate when he ceases to be a Unit Owner. The membership of a Unit Owner cannot be assigned or transferred in any manner except as an appurtenance to his Unit.

7.04. **Voting Rights.** Each Unit is entitled to vote in proportion to their percentage ownership in the Common Elements, as shown on Exhibit D attached hereto. In the event a Unit is owned by one (1) Person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) Person, the Person entitled to cast the vote for the Unit shall be designated by a

certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, limited partnership, or limited liability company, the officer, employee or individual entitled to cast the vote for the Unit shall be designed by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation) or by the general partner or partners if more than one (in the case of a partnership or limited partnership) or the managing member if a limited liability company, which certificate shall be filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one (1) Person or by a corporation, partnership or limited partnership, the membership or vote of the Unit concerned may be cast in accordance with the Act. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is affected. A certificate designating the Person entitled to cast the vote of a Unit may be revoked by any Unit Owner thereof.

7.05. **Restraint Upon Assignment of Shares in Assets.** The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his Unit.

7.06. **Board of Directors.** The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number not less than three (3) nor more than five (5) as shall, from time to time, be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the Members.

7.07. **Indemnification.** Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performed of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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

7.9. **Bylaws.** The Association and its Members shall be governed by the Bylaws.

7.10. **Proviso.** Subject to the provisions herein, until the earlier of (i) sixty (60) days after conveyance of Units comprising seventy-five percent (75%) or more of the Condominium which may be created to Unit Owners other than the Developer; (ii) two (2) years after the Developer, its successors or assigns have ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any Development Right to add new Units was last exercised, the Bylaws and rules adopted by the Developer shall govern and the Developer shall have the exclusive right to appoint, remove, and designate the officers and members of the Board of Directors, and neither the Unit Owners nor the Association nor the use of the Condominium Property by Unit Occupants shall interfere with the completion of the contemplated improvements and the sale of the Units. The Developer may voluntarily surrender the right to appoint and remove officers and members of the Board. Provided, however, not later than ninety (90) days after conveyance of Units comprising twenty-five percent (25%) of the Condominium which may be created to Unit Owners other than the Developer, at least one (1) member and not less than twenty-five percent (25%) of the members of the Board must be elected by Unit Owners other than the Developer. Not later than ninety (90) days after conveyance of Units comprising fifty percent (50%) of the Condominium which may be created to Unit Owners other than the Developer, not less than thirty three and one-third percent (33 1/3 %) of the members of the Board must be elected by Unit Owners other than the Developer. Except as provided for in the Act, not later than the termination of any period of Developer control, the Unit Owners shall elect a Board of at least three (3) members, at least a majority of whom must be Unit Owners other than the Developer.

The Developer may make such use of the unsold Units and of the common areas and facilities as may facilitate such completion and sale, including but not limited to showing of the Property and the display of signs. The Developer may maintain sales offices, management offices, leasing and operation offices, and models in any Unit of the Condominium or on Common Elements in the Condominium without restriction as to the number, size, or location of said sales offices, management offices, leasing and operations offices, and models. The Developer shall be permitted to relocate said sales offices, management offices, leasing and operations offices, and models from one Unit location to another or from one area of the Common Elements to another area of the Common Elements in the Condominium. The rights of the Developer as provided for in this paragraph shall cease and terminate ten (10) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Lee County, Alabama.

7.11. **Contracts.** If entered into before the Board elected by the Unit Owners pursuant to the Act takes office, any management contract, employment contract and any other contract or lease between the Association and the Developer may be

terminated without penalty and upon not less than ninety (90) days notice to the other party by the Association at any time after the Board elected by the Unit Owners pursuant to the Act takes office.

7.12. **Availability of Records.** The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act. The Association shall make reasonably available in the county where the Condominium is located for examination by Unit Owners, prospective purchasers, first mortgagees and insurers of first mortgagees of any Unit, or their authorized agents, current copies of the Declaration, Bylaws, Rules and Regulations and other books, records, financial statements and the most recent annual financial statement of the Association. Reasonably available shall mean available for inspection upon request during normal business hours or under reasonable circumstances.

7.13. **Reserves for Replacements.** The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements and Limited Common Elements. The fund shall be maintained out of regular Assessments for Common Expenses.

ARTICLE VIII **MAINTENANCE**

8.01. **Maintenance by the Association.** The Association is responsible for maintenance, repair, and replacements of the Common Elements and Limited Common Elements (except as provided to the contrary in Paragraph 5.12 above).

8.02. **Maintenance by Unit Owner.** Each Unit Owner is responsible for the maintenance, repair, and replacement of his Unit. Each Unit Owner is responsible for the maintenance, repair and replacement of any equipment constructed, placed or installed within the Limited Common Elements, if any, attached to his Unit as provided in Paragraph 5.12 above.

8.03. **Addition, Alteration and Improvement of the Common Elements.** Except as may be prohibited by the Act, and except as to the Development Rights and Special Declarant Rights provided for in this Declaration, after the completion of the improvements included in the Common Elements or Limited Common Elements which are contemplated by this Declaration, there shall be no addition, alteration, change, or further improvement of Common Elements or Limited Common Elements (except by development of additional phases as elsewhere provided herein and except as otherwise provided to the contrary in Paragraph 8.04D below) without prior approval of the Association.

8.04. Unit Owner's Covenants. Each Unit Owner covenants and agrees as follows:

A. To perform all maintenance, repairs and replacements that are the Unit Owners' obligations under this Declaration and the Act.

B. To pay for all the Unit Owner's utilities, including electricity and telephone, cable and internet used within the Unit and all taxes levied against the Unit Owner's Unit.

C. Not to make, or cause to be made, any repairs, to any plumbing, heating, ventilation or air conditioning systems located outside the Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions hereof, except by licensed plumbers or electricians authorized to do such work by the Association or its agent.

D. Not to make any addition or alteration to a Unit or to the Common Elements or to the Limited Common Elements or to do any Act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association. Any machinery or equipment constructed or installed within any of the Limited Common Elements of a Unit may be modified, altered, replaced and changed without any requirement that the Association consent to the same.

E. Except as otherwise provided in Paragraph 8.04D hereof, to make no alterations, additions, improvements, repairs, replacements, or changes to the Common Elements or the Limited Common Elements or to any outside or exterior portion of the Building without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with the Rules and Regulations with respect to the work which may be adopted by the Association. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

F. Subject to the limitations on access set forth in Section 5.04A above, to allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit or Limited Common Element for the purpose of maintaining, inspecting, repairing, or replacing Common Elements or Limited Common Elements or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such Unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening Units or Common Elements 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.

H. To reimburse the Association for any repairs or replacements which are made necessary because of abuse or negligent use by a Unit Owner of the Condominium Property, the costs of such repair or replacement may be assessed against such Unit Owner.

I. To comply with all of the obligations of a Unit Owner under the Act.

8.05 **Contracts for Maintenance.** The Association may enter into a contract with any firm, Person or corporation, or may join with other entities in contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association. This paragraph shall be subject to the provisions of Paragraph 7.11 above.

8.06. **Exterior Surface.** The Association shall determine the exterior color scheme of the Condominium Property and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein. No Unit Owner shall paint any exterior surface or, add or replace anything thereon or affix thereto without the written consent of the Association.

ARTICLE IX **INSURANCE**

The insurance, other than title insurance, that shall be carried upon the Condominium Property shall be governed by the following provisions:

9.01 **Insurance Maintained by the Association.** All insurance policies upon the Condominium Property shall be purchased by the Association from a fiscally responsible company authorized to do business in the State of Alabama and shall have a minimum term of one year. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee. Such policies shall also include a "condominium endorsement" which shall provide for recognition on any insurance trust agreement, waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by the act or neglect of

individual Owners which is not in the control of such Owners collectively and that the policy is primary in the event the Owners have other insurance covering the same loss.

9.02 **Insurance Responsibility of Owners.** Each Owner shall be responsible for maintaining, at the Owners expense, insurance coverage for loss or damage to the the Unit and all furnishings and personal property stored on the Unit, as well as insurance coverage against personal liability for injury to the person or property of another while on the Owner's Unit.

9.03 **Coverage.**

A. **Casualty.** All buildings and improvements upon the Condominium Property shall be insured in an amount equal to 100% of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property owned by the Association shall be insured for its current replacement cost, all as shall be determined from time to time by the Board of Directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the Condominium Property, including floods and other perils normally covered by the standard "all risk" endorsement where such is available, including, without limitation, vandalism and malicious mischief.

B. **Public Liability.** Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association from time to time; provided, however, that such coverage shall in no event be in an amount less than One Million Dollars (\$1,000,000.00) per occurrence. Wherever and whenever it is possible and economically feasible to do so, the Board of Directors shall attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required herein, nothing in this Declaration shall be construed to require the Board of Directors to obtain such coverage as a condition precedent to the Association conducting business.

C. **Worker's Compensation.** Worker's compensation insurance shall be carried to the extent necessary to meet the requirements of law.

D. **Fidelity Bond.** Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. The fidelity bonds shall contain waivers by the issuers of the bonds of all defenses based upon the

exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The fidelity bonds shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association.

E. **Other Insurance.** Such other insurance may be carried as the Board of Directors shall determine from time to time to be desirable.

9.04 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

9.05 **Proceeds.** All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association hereinabove set forth shall be paid to it. The Association shall act as the insurance trustee. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees, except that no mortgagee shall have any right to determine or participate in the determination whether or not damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary herein.

9.06 **Association as Agent and Attorney-in-Fact.** The Association is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of the claim.

9.07 **Notice to Owners and Mortgagees.** No insurance policy required by this Declaration may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each Mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request therefor.

9.08. **Liabilities and Responsibilities of Unit Owner.** A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit caused by his conduct. Each Unit Owner shall be responsible for obtaining insurance for his own benefit.

ARTICLE X RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.01. **Determination to Reconstruct or Repair.** Any portion of the Condominium for which insurance is required under this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- A. The Condominium is terminated in accordance with the Act.
- B. Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or
- C. Eighty percent (80%) in interest of all Unit Owners vote not to rebuild. The cost of repair or replacement of a Common Element in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration.

10.02. **Plans.** Any reconstruction or repair must be substantially in accordance with the Act and in substantial accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to plans approved by the Board of Directors of the Association and by one hundred percent (100%) of the Unit Owners.

10.03. **Responsibility.** If the damage is only to those parts of a Unit or Limited Common Elements for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

10.04. **Estimate of Cost.** Immediately after a casualty causing damage to the Condominium Property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.05. **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Unit and Limited Common Elements by the Association, Assessments shall be made against the Unit Owners who own the damaged Property or have the exclusive right to use the Limited Common Element attached to his Unit, and against all Unit Owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Unit and have exclusive right to use the Limited Common Elements attached to his Unit, and against all Unit Owners in the case of damage to common areas and facilities in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for reconstruction and/or repair of damage to Units and Limited Common Elements shall be in proportion to the costs of reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the Unit Owners' share in the Common Elements. Assessments for reconstruction and repair may be collected; and the collection enforced, in the same manner as provided for Assessments elsewhere herein.

10.06. **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Association as Insurance Trustee and funds collected by the Association from Assessment 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:

A. **Disbursement.** The construction fund shall be disbursed in payment of such costs on the order and in the manner provided by the Board of the Association.

B. **Unit Owner.** If there is a balance of insurance proceeds after the payment of the costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to Unit Owners of damaged Units or damaged Limited Common Elements who are responsible for the reconstruction and repair of the damaged portions of their Units or Limited Common Elements. The distribution to each Unit Owner shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to his Unit or Limited Common Element bears to the total of such estimated costs in all damaged Units and Limited Common Elements. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his Unit or Limited Common Element. If there is a first Mortgagee, the distribution shall be paid to the Unit Owner and to the first Mortgagee jointly.

C. **Surplus.** It shall be presumed that the first moneys distributed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund.

ARTICLE XI **EMINENT DOMAIN**

11.01. **Proceeds.** The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed, for purposes of determining use of proceeds, to be a casualty and the determination as to whether the Condominium will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the Act and under the Article Reconstruction or Repair After Casualty of this Declaration, and the awards for such taking shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the Association as Insurance Trustee. Even though the awards may be payable to a Unit Owner, the Unit Owner shall deposit the awards with the Association as Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association as Assessment shall be made against a defaulting Unit Owner in the amount of his award,

or the amount of such award shall be set off the sums hereafter made payable to such Unit Owner.

11.02. **Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the condemnation awards for disbursement purposes will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this Declaration for the distribution of insurance proceeds if the Condominium is terminated after damage to the Common Elements. If the Condominium is not terminated after condemnation, the size of the Condominium Property will be reduced and the Property damaged by the taking will be made usable in the manner provided by the Act and as provided below. The proceeds of such award shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

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

A. **Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be extended for restoration by the Association and be assessed against the Unit Owner as an Assessment.

B. **Distribution of Surplus.** The balance of the award, if any, shall be distributed to the owner of the Unit and to any first Mortgagee of a Unit, the remittance being made payable jointly to the Unit Owner and any such first Mortgagee.

C. **Adjustment of Shares in Common Elements.** If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appertaining to the Unit shall be reduced in accordance with the Act.

11.04. **Unit Made Uninhabitable.** If the taking is of the entire Unit, or so reduces the size of the Unit that it cannot be used practically or lawfully for any purpose permitted by the Declaration, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

A. **Payment of Award.** The award shall be paid first to any first Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgagees of the Unit in an amount not to exceed the

market value of the Condominium parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any first Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

B. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this Declaration for further improvement of the Common Elements.

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

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

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

11.05. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, after adjustment of these shares on account of the condemnation, except that if a Condominium parcel is encumbered by a first mortgage, the distribution shall be paid jointly to the Unit Owner and the first Mortgagee of the Condominium parcel.

11.06. Conflict with Act. If there is any conflict with the provisions of this article and the Act, the provisions of the Act shall control.

ARTICLE XII USE RESTRICTIONS

The use of the Condominium Unit shall at all times comply with the various ordinances and zoning regulations promulgated by the governmental authority having jurisdiction and the various rules and regulations promulgated by the Board of Directors of the Association, as well as the following provisions of this Declaration.

12.01. Units. Each Condominium Unit shall be occupied and used as an office, business establishment or other approved commercial use. All other uses shall require written approval of the Board of Directors. In order to preserve the integrity of the Condominium, any sale or lease of a Unit must be approved by a majority of the Association as to its intended use.

12.02. Miscellaneous Restrictions.

A. Nothing shall be stored in or upon the Common Elements or Limited Common Elements without prior consent of the Board except in storage closets or areas or as otherwise herein expressly provided.

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.

C. No waste shall be committed in or on the Common Elements.

D. There shall be a central garbage and trash facility in the Development. No Unit Owner shall provide and maintain a separate garbage and trash receptacle unless approved by the Board.

E. No Unit Owner or occupant shall disturb or annoy other occupants of the Condominium Property nor shall any occupant or Unit Owner commit or permit any nuisance, noxious, offensive, immoral or illegal Act in his Unit or on the Property.

F. No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the managing agent, if any, acting in accordance with the Board's direction. Provided, however, the Unit Owner of the Condominium Unit may display a sign adjacent to his Unit so long as said sign complies with the rules and regulations applicable to the Condominium Property as they may be amended from time to time, and provided further that such sign complies with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof.

G. Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

H. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

I. Parking of vehicles in driveways and common areas shall be subject to the Rules and Regulations of the Board applicable thereto.

J. Except within individual Units, no planting, transplanting, or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, unless approved in writing by the Board.

K. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

L. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the Condominium Property concerned.

N. Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

12.03. **Employees.** Employees of a Unit Owner shall be allowed to use any of the facilities which are Common Elements of the Condominium Property and to use any of the Property owned or operated by the Association; provided that Employees comply with the terms of this Declaration, as well as any rules and regulations adopted by the Board of the Association.

12.04. **Use of Common Elements.** The Common Elements shall be used in accordance with this Declaration and only by the Unit Owners and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to the use of the Units. However, other areas designated for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

12.05. **Restriction on Transfer.** Any sale or lease of a Unit must be approved by a majority of the Association as to its intended use.

12.06. **Leases.** Entire Units, or less than full Units with Board approval, may be leased by the Unit Owners; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Units (including a minimum or maximum rental period and the use restriction provisions of Paragraph 12.01 above) and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction.

12.07. **Regulations.** Reasonable regulations concerning the use of the Condominium Property may be made by the Developer and amended from time to time by the Board of Directors of the Association; provided, however, that all such amendments thereto shall be approved by not less than a majority of the votes of the Association before such shall become effective.

12.08. **Parking.** Parking spaces available for use by Owners, tenants, employees, invitees, agents and guests are part of the common elements established by the Declaration of Condominium of Ogletree Village Land Condominium and maintenance and use of the parking areas are governed thereby.

12.09. No Restrictions on Mortgaging Units. Notwithstanding any language in any of the Condominium Documents to the contrary, there shall be no restrictions on the right of a Unit Owner to mortgage his Unit.

ARTICLE XIII
AMENDMENT

13. This Declaration and the Bylaws of the Association may be amended as provided in the Act.

ARTICLE XIV
PURCHASE OF CONDOMINIUM UNIT BY ASSOCIATION

14.01 Decision. The decision of the Association to purchase a Condominium Unit shall be made by the Board of Directors without the approval of the Members except as provided in this Article.

14.02 Limitation. If at any time the Association is already the Unit Owner of or has agreed to purchase one or more Condominium Units, it may not purchase any additional Condominium Units without the prior written approval of Members holding seventy-five percent (75%) of the votes of those Members eligible to vote thereon, except as provided in this Article. A Member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitations shall not apply to Condominium Unit either to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, Acting on behalf of the Association, may only purchase a Condominium Unit in accordance with this Article, or as the result of a sale pursuant to the foreclosure of:

- (1) a lien on the Condominium Unit for unpaid taxes;
- (2) a lien of a mortgage;
- (3) the lien for unpaid Assessments;
- (4) or any other judgment lien or lien attaching to such Condominium Unit by operation of law.

ARTICLE XV
NOTICE OF LIEN ON UNIT

15.01. **Notice of Lien.** A Unit Owner shall give notice in writing to the Secretary of the Association of every lien on his Condominium Unit, other than liens for first mortgages, taxes and special Assessments, within five (5) days after he receives notice of the attaching of the lien.

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

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

ARTICLE XVI
RULES AND REGULATIONS

16.01. **Compliance.** Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Condominium Documents and the Rules and Regulations applicable to the Condominium Property. Ownership of a Unit subjects the Unit Owner to compliance with provisions of the Declaration, the Articles, the Bylaws, the Rules and Regulations of the Association, and any contracts to which the Association is a party, as well as to any amendments to any of the foregoing. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to an Action for damages or injunctive relief, or both, in addition to other remedies provided in the Condominium Documents and the Act.

16.02. **Enforcement.** The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all Rules and Regulations of the Association by such means as are provided by the Act, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) from time to time as set forth in the Bylaws. In the event a Unit Owner fails to maintain his Unit in the manner required in the Condominium Documents and any Rules and Regulations of the Association, the Association, through the Board of Directors, shall have the right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of a Special Assessment therefore as provided in this Declaration. In addition, the Association shall have the right, for itself and its employees and agents, to enter such Owner's Unit and perform the necessary work to effect compliance.

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

16.04. **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Condominium Documents, or any rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

ARTICLE XVII
GENERAL PROVISIONS PERTAINING TO MORTGAGES

17.01. **Lender's 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 or 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. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

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

17.02. **Blanket Mortgages.** The entire Condominium Property, or some or all of the Units included therein, may be subjected to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument executed by all of the Unit Owners of the Property or Units covered thereby. Any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. Any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit from the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the reasonable proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest, and any other charges then due and unpaid. The proportionate share of the mortgage required to be paid for release shall be determined by provisions pertaining thereto stated in the mortgage, or, if the mortgage contains no such provisions, then according to the proportionate share of the common elements of the Condominium attributable to such Unit or Units.

ARTICLE XVIII
SIGNAGE

18. **Door Signs.** Unit Owners may place door and/or wall signage at the entrance to their Unit; provided that same complies with guidelines established by the Association.

ARTICLE XIX
TERMINATION

19. The termination of the Condominium may be effected in accordance with the provisions of the Act and by agreement of Unit Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of Lee County, Alabama. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares.

ARTICLE XX
COVENANT AGAINST PARTITION

20. There shall be no judicial or other partition of the Condominium Property or any part thereof, nor shall Developer or any Person acquiring any interest in the Property or any part thereof seek any such partition unless the Property has been removed from the provisions of the Act.

ARTICLE XXI
MISCELLANEOUS

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

21.02. **Covenants, Conditions and Restrictions.** All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the

provisions of the Condominium Documents shall be binding on and inure to the benefit of any Unit Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representative, successors, and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium Documents and any rules and regulations promulgated thereunder.

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

21.04. **Notice.** The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary herein: All notices required or desired under the Condominium Documents to be sent to the Association may be sent by first class mail to such address as the Association may designate from time to time by notice in writing to all Unit Owners. Except as provided specifically to the contrary in the Act, all notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the Condominium, or to such other address as he may have designated from time to time, in a writing to the Association. Proof of such mailing or personal delivery to a Unit Owner by the Association may be provided by the affidavit of the Person or by a post office certificate of mailing. All notices to the Association of a Unit Owner shall be deemed to have been given when delivered to the addressee in person or by a post office certificate of mailing.

21.05. **Governing Law.** Should any dispute or litigation arising between any of the parties whose rights or duties are affected or determined by the Condominium Documents, such dispute or litigation shall be governed by the laws of the State of Alabama.

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

21.07. **Ratification.** Each Unit Owner, by reason of having acquired ownership of his Unit, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any rules and regulations promulgated thereunder are fair and reasonable in all material aspects.

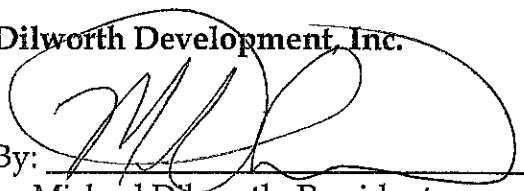
21.08. **Captions.** The captions used in the Condominium Documents are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of the Condominium Documents.

21.09. **Gender.** In this document, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

21.10. **Costs and Attorney's Fees.** In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

IN WITNESS WHEREOF, Dilworth Development, Inc., an Alabama corporation, has caused this instrument to be executed on this the 11th day of May, 2009.

Dilworth Development, Inc.

By: 
Michael Dilworth, President

STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, Notary Public, in and for said County in said State, hereby certify that Michael Dilworth, whose name as President of Dilworth Development, Inc. is signed to the foregoing instrument and who is known to me, acknowledge 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 company on the day the same bears date.

Given under my hand and seal this the 11th day of May, 2009.


NOTARY PUBLIC
My Commission Expires:

Prepared by:
Gerald A. Mattson, Jr., Esq.
HAYGOOD, CLEVELAND, PIERCE, MATTSON & THOMPSON, L.L.P.
611 East Glenn Avenue
Auburn, Alabama 36830
(334) 821-3892

GERALD A. MATTSON, JR.
Notary Public, AL State at Large
My Comm. Expires Nov. 3, 2010

EXHIBIT A

MOORE CENTRAL STATION CONDOMINIUM

PROPERTY DESCRIPTION

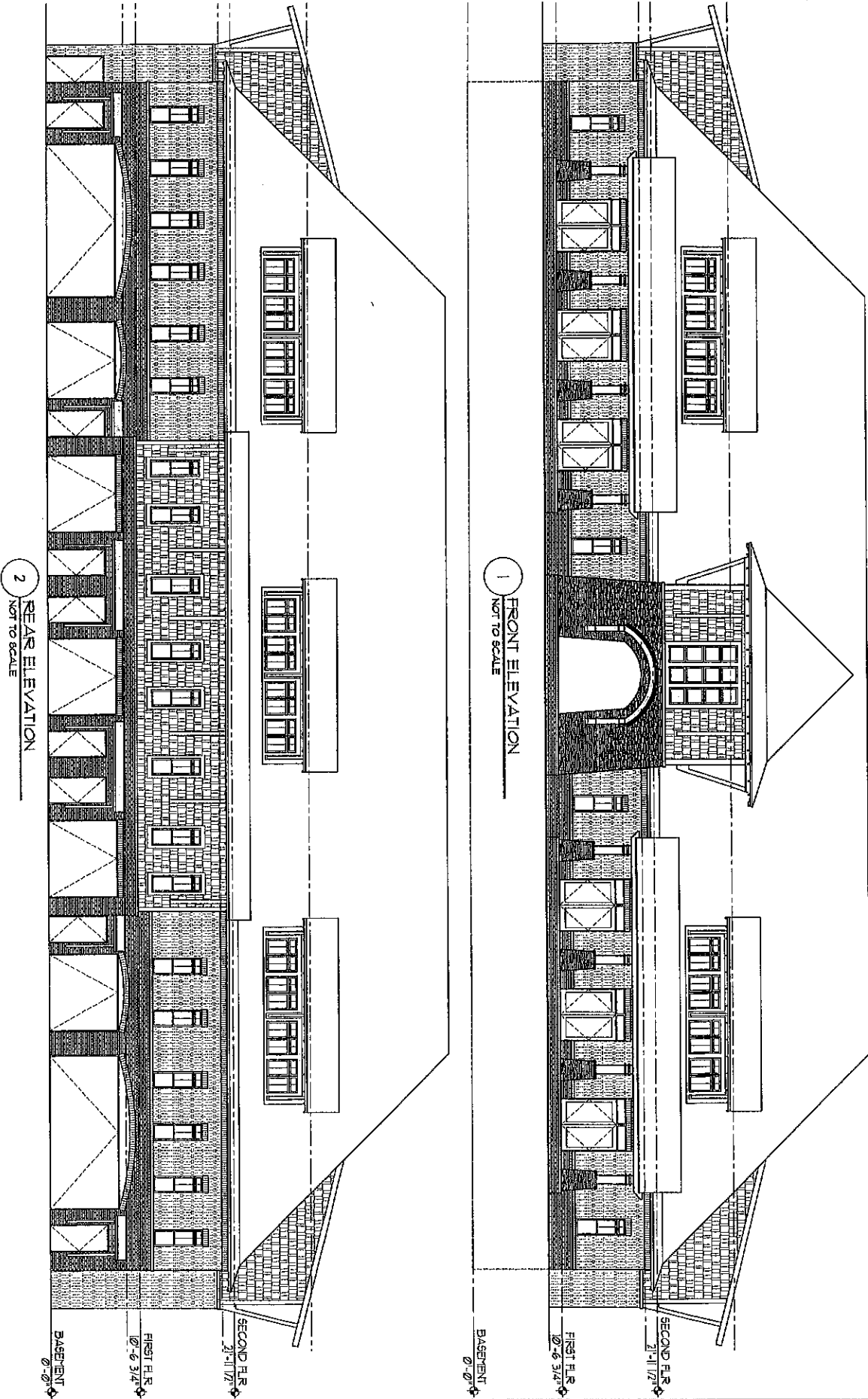
Unit 3, Ogletree Village Land Condominium a condominium, located in Auburn, Lee County, Alabama, as shown on that certain map or plat of survey filed for record in Condo Plat Book 4 at Page 43 and established by that certain Declaration of Condominium of record in the Office of the Judge of Probate of Lee County, Alabama.

EXHIBIT B

MOORE CENTRAL STATION CONDOMINIUM

SITE PLAN AND ELEVATIONS

See Attached.



2 REAR ELEVATION
NOT TO SCALE

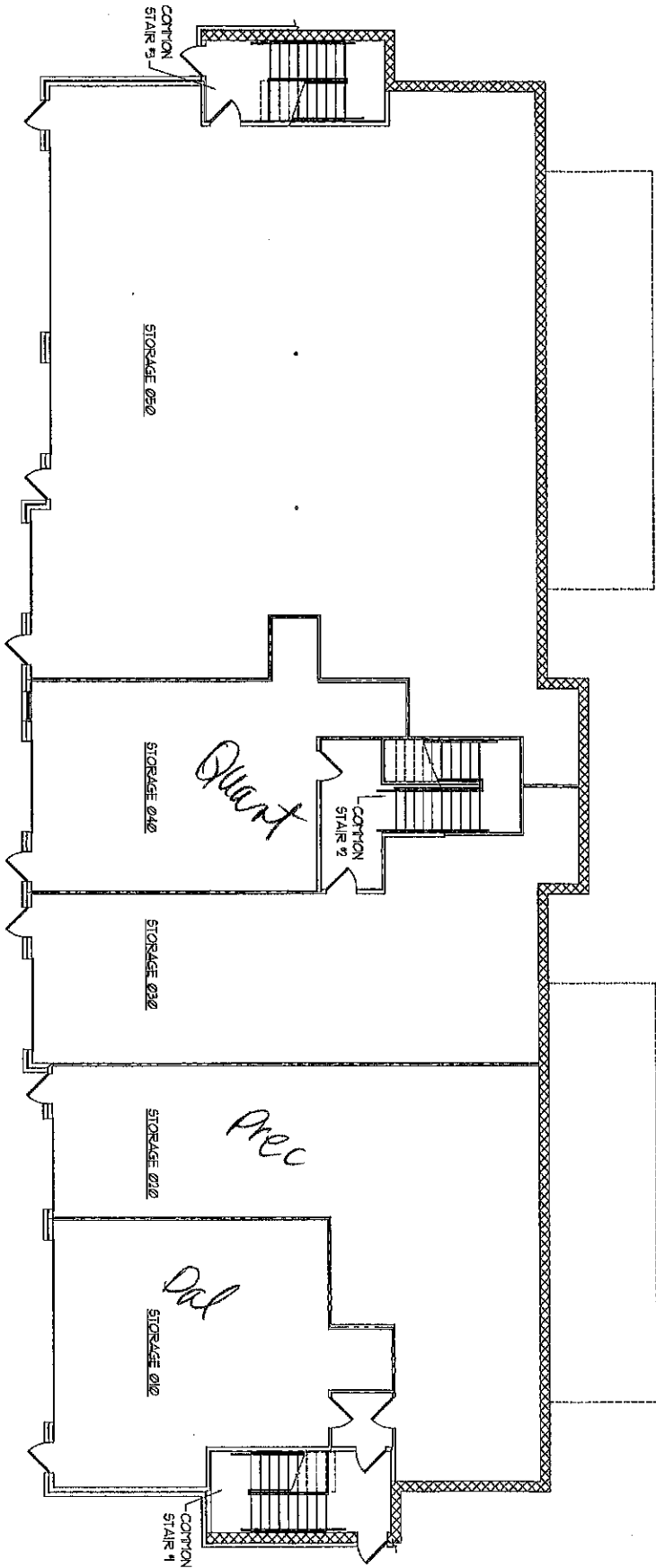
1 FRONT ELEVATION
NOT TO SCALE

EXHIBIT C

MOORE CENTRAL STATION CONDOMINIUM

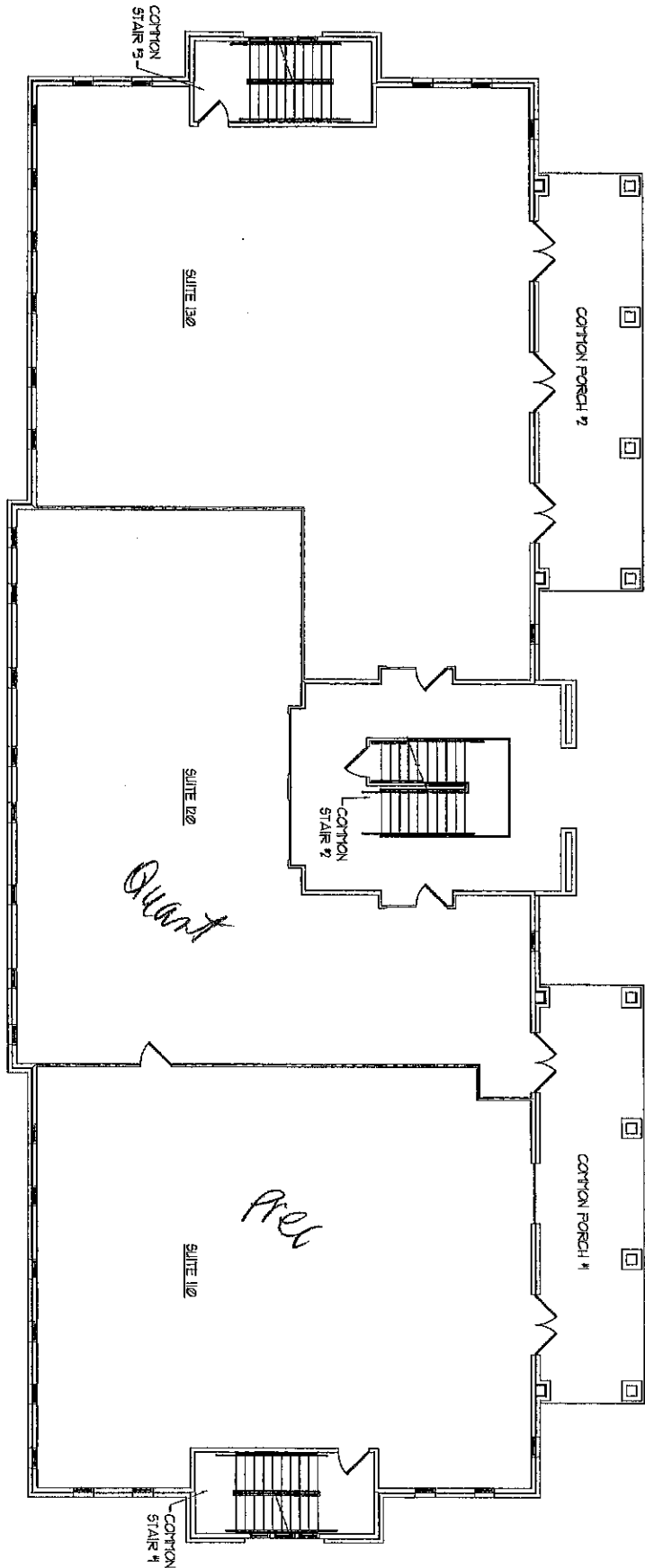
UNIT BOUNDARIES

See attached.



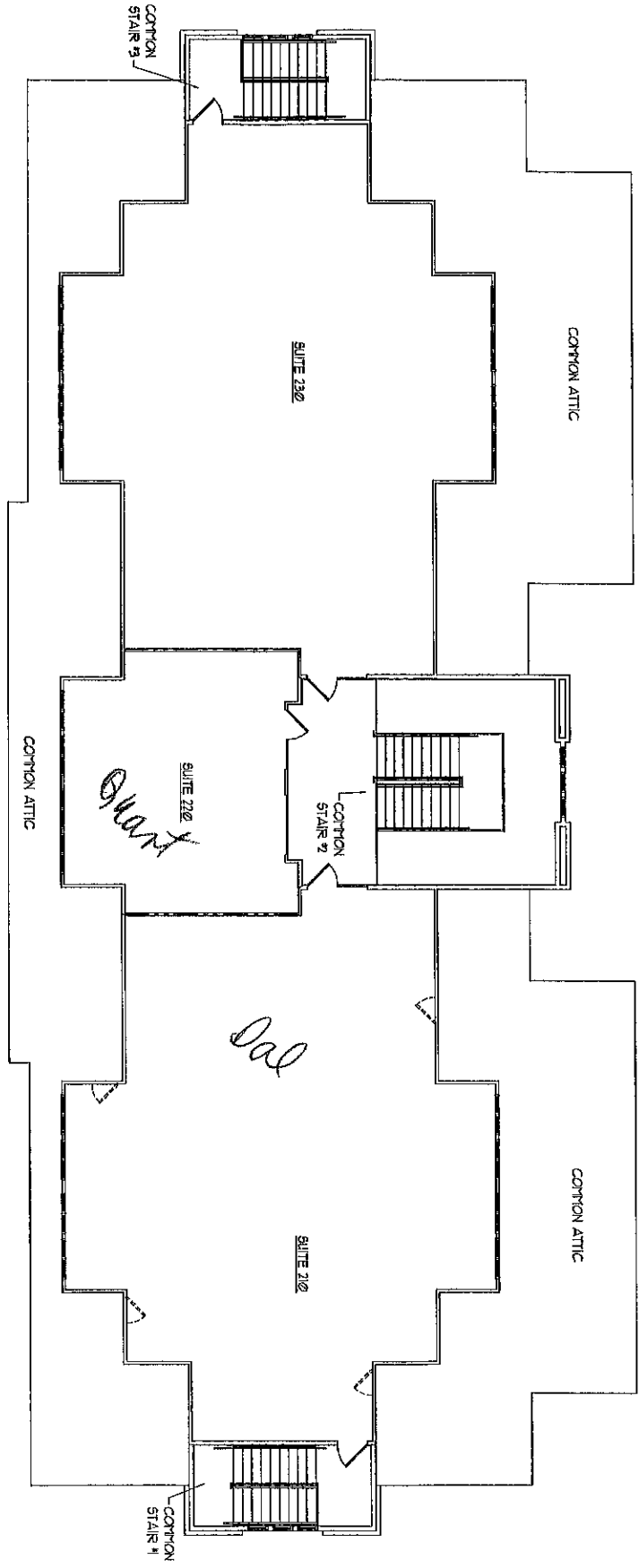
1 BASEMENT PLAN
 NOT TO SCALE

BASEMENT DATA	
STORAGE 010	749 SF
STORAGE 020	1204 SF
STORAGE 030	1016 SF
STORAGE 040	1071 SF
STORAGE 050	2,957 SF
COTTON AREA	168 SF
TOTAL SQUARE FOOTAGE	7,944 SF



1 FIRST FLOOR PLAN
NOT TO SCALE

FIRST FLOOR DATA			
SUITE 110	2,021 SF		
SUITE 120	2,000 SF		
SUITE 130	2,435 SF		
COMMON AREA	1,800 SF		
TOTAL SQUARE FOOTAGE	8,262 SF		



1 SECOND FLOOR PLAN
 NOT TO SCALE

SECOND FLOOR DATA	
SUITE 210	1861 SF
SUITE 220	561 SF
SUITE 230	1861 SF
COMMON AREA	452 SF
TOTAL SQUARE FOOTAGE	4735 SF

EXHIBIT D

MOORE CENTRAL STATION CONDOMINIUM

OWNERSHIP OF COMMON ELEMENTS

<u>Unit</u>	<u>Area - Square Feet of each Unit</u>	<u>Percentage of Common Elements</u>
Storage 010	749	4.31
Storage 020	1204	6.92
Storage 030 ✓	1016	5.84
Storage 040	702	4.04
Storage 050 ✓	2957	17.0
Suite 110	2027	11.65
Suite 120	2000	11.5
Suite 130 ✓	2435	14.0
Suite 210	1861	10.7
Suite 220	581	3.34
Suite 230 ✓	<u>1861</u>	<u>10.7</u>
TOTAL	17,393	100.00%

BioResources, (Storage 010 and Suite 210)	15.01%
Dilworth Development, Inc. (Storage 050 and Suite 130)	31.0%
Hydro Engineering (Storage 040 and Suites 120 and 220)	18.88%
Precision Surveying, LLC (Storage 020 and Suite 110)	18.57%
TBD (Storage 030 and Suite 230)	16.54%

EXHIBIT E

MOORE CENTRAL STATION CONDOMINIUM

PROPOSED FIRST YEAR BUDGET

See attached budget prepared by Developer.

MOORE CENTRAL STATION 2009 OPERATING BUDGET

		Monthly	Annual
Utilities			
	Electric-C/A Lighting	\$100.00	\$1,200.00
	Water & Sewer-Irrigation	\$250.00	\$3,000.00
	Garbage Removal	\$50.00	\$600.00
		\$400.00	\$4,800.00
Operations	Landscape Maintenance	\$225.00	\$2,700.00
	Grounds Maintenance	\$22.50	\$270.00
		\$247.50	\$2,970.00
Insurance	Exterior Shell Policy	\$212.00	\$2,544.00
Administration	Ogletree Land Condo Dues	\$60.00	\$720.00
	Legal & Administration	\$100.00	\$1,200.00
	Miscellaneous	\$28.00	\$336.00
		\$188.00	\$2,256.00
Reserves		15 Year	\$ 3,000.00
Streets/Parking Areas		40 Year	\$ 3,000.00
Roofing		5 Year	\$ 600.00
Painting			
Total		\$1,047.50	\$19,170.00
Total per square foot	17,393		\$1.10

EXHIBIT F

MOORE CENTRAL STATION CONDOMINIUM

ARTICLES OF INCORPORATION

(Attached)

**ARTICLES OF INCORPORATION
OF
MOORE CENTRAL STATION CONDOMINIUM OWNERS ASSOCIATION, INC.
(An Alabama Non-Profit Corporation)**

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act (Code of Alabama (1975), Sections 10-3A-1, *et seq.*) hereby adopt the following Articles of Incorporation and certify as follows:

1. **NAME.** The name of the corporation is "Moore Central Station Condominium Owners Association, Inc." (hereinafter referred to as the "Association").

2. **DURATION.** The period of duration of the Association shall be perpetual.

3. **PURPOSES.** The purposes for which the Association is organized are:

(a) To own, operate, maintain, manage, repair, and replace Common Elements of Moore Central Station, Condominium and all appurtenances thereto, which is situated in the Lee County, State of Alabama and described as follows:

Unit 3, Ogletree Village Land Condominium a condominium, located in Auburn, Lee County, Alabama, as shown on that certain map or plat of survey filed for record in Condo Plat Book 4 at Page 43 and established by that certain Declaration of Condominium of record in the Office of the Judge of Probate of Lee County, Alabama.

all of the foregoing being hereinafter referred to as "Moore Central Station" or the "Property".

(b) To perform and carry out the acts, duties, responsibilities, and conditions delegated to the Association in the Declaration under Alabama Uniform Condominium Act, these Articles of Incorporation, the Bylaws of this Association and all amendments thereto, and all the powers enumerated in Section 35-8A-302 Code of Alabama (1975).

(c) To make, establish and enforce reasonable rules and regulations governing the administration, operation, and management of the Property.

(d) To make, levy, collect, and enforce assessments, as defined in the Declaration, and to use and expend such assessments in the manner set forth in the Declaration.

(e) To employ personnel and contract for services, material, and labor, including contracting for the management of the Common Areas.

(f) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates, and with such deductibles as may be necessary for the protection of the Association, its officers, directors, and members.

(g) to sue and be sued, complain and defend in its corporate name.

(h) To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to the amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision or body politic.

(i) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Act, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Association in accordance with and subject to the terms and provisions of the Declaration.

4. **INITIAL REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Association, and the name of its initial registered agent at such address, are as follows:

Michael Dillworth
2525 Glenn Brooke Drive
Auburn, AL 36830

5. **NONSTOCK AND NONPROFIT STATUS.** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members thereof. No part of the earnings of the Association shall inure to the benefit of any member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for nonprofit purposes.

6. **MEMBERS.** The members of the Association shall consist of all Owners of Units in Moore Central Station. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. The voting rights of any member may be limited and suspended in accordance with the provisions of the Declaration.

7. **DIRECTORS.**

(a) **Number of Directors.** Subject to the terms of the Declaration, which shall be deemed controlling in the event of any conflict with these Articles, the affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be four (4). Thereafter, the number of Directors may be increased or decreased from time to time by action of a majority of the Board of Directors; provided, however, that (i) the number of Directors shall in no event consist of less than three (3) Directors and (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The names and addresses of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed as provided in Paragraph 7(b) of these Articles are as follows:

John Curry
595 Dekalb Street
Auburn, AL 36830

Doug Dallas
P.O. Box 1464
Auburn, AL 36831

Michael Dilworth
2525 Glenn Brooke Dr.
Auburn, AL 36830

Chris Fulgham
595 Dekalb Street, Suite D
Auburn, AL 36830

(b) **Removal.** The members of the Association shall have the right at any time and from time to time to remove any Director, either with or without cause, and may appoint a successor to such removed Director. Any vacancies which may thereafter arise on the Board shall be filled as provided in the Bylaws.

(c) **Powers.** Except as may be otherwise provided to the contrary in the Declaration, these Articles of Incorporation or the Bylaws of the Association, all powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors. The Board of Directors shall by majority action appoint and remove the Officers of the Association.

(d) **Conflicts of Interest.** No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Association or any corporation, firm, association, or entity of which any Director of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

8. **INCORPORATOR.** The names and addresses of the incorporators are as follows:

Michael Dillworth
2525 Glenn Brooke Drive
Auburn, AL 36830

9. **DISTRIBUTION OF ASSETS UPON DISSOLUTION.**

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(i) Real property contributed to the Association without the receipt of other than nominal consideration Dillworth Development, Inc. shall be returned to Dillworth Development, Inc. unless it refuses to accept the conveyance (in whole or in part); and

(ii) Unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall be distributed among the members of the Association, as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Act.

10. POWER OF PRESIDENT AND VICE PRESIDENT TO EXECUTE DOCUMENTS.
The President and each Vice President of the Association shall each have the authority to execute all instruments, documents and contracts on behalf of the Association.

11. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; and, with respect to any criminal action or proceeding, no reasonable cause to believe his conduct was unlawful. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall

be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful, deliberate, or wanton misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Paragraphs 11(a) and (b) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under Paragraphs 11 (a) and (b) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraphs 11(a) and (b) above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit, or proceeding, (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or (iii) by a majority vote of the members of the Association.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit, or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit, or proceeding as authorized in the manner provided in Paragraph 11(d) above upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately determine that he is not entitled to be indemnified by the Association as authorized in this Paragraph 11.

(f) The indemnification authorized by this Paragraph 11 shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of these Articles of Incorporation, Bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Paragraph 11.

12. **AMENDMENT.** These Articles may be amended, subject to the terms and conditions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association (i.e., two-thirds (2/3) of all Owners).

13. **INCORPORATION BY REFERENCE.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth herein and the Declaration, then the provisions of the Declaration shall at all times control.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of this the ___ day of _____, 2009.

Michael Dilworth

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Dilworth, whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the Articles of Incorporation, he executed the same voluntarily for and as act of said limited liability company.

Given under my hand this the ___ day of _____, 2009.

(NOTARY SEAL)

Notary Public, State at Large
My commission expires

Prepared by:
Gerald A. Mattson, Jr., Esq.
HAYGOOD, CLEVELAND, PIERCE, MATTSON & THOMPSON, L.L.P.
611 East Glenn Avenue
Post Office Box 3310
Auburn, Alabama 36831-3310
(334) 821-3892

EXHIBIT G

MOORE CENTRAL STATION CONDOMINIUM

BYLAWS

(Attached)

**BYLAWS
OF
MOORE CENTRAL STATION CONDOMINIUM OWNERS ASSOCIATION, INC.**

The operation of the Condominium Property of the Condominium described and named in the Declaration to which these By-Laws are attached shall be governed by these By-Laws.

ARTICLE I: ASSOCIATION MEMBERS: MEETINGS

Section 1. *Member and Voting Rights.* Each Unit Owner shall be a member of Moore Central Station Condominium Owners Association, Inc. (hereinafter the "Association"). The membership of the Association shall consist of all of the Unit Owners. Each Unit Owner shall be entitled to one vote for each Unit owned by him.

Section 2. *Transfer of Membership.* The Association shall not issue stock. Membership in the Association may be transferred only as an incident to the transfer of title to a Unit as and in the manner provided for by the Declaration and these By-Laws, and, upon compliance with all of the terms thereof, shall become effective, if in accordance with the foregoing, upon the recording of a deed of conveyance to the said Unit.

Section 3. *Annual Meeting of Members.* The annual meeting of the Unit Owners shall be held on the first Monday in the same month each year beginning on the first Monday in the sixth month following the first sale of a Unit, or at such other date as may be specified by a majority of the Board of Directors, at such location on the Condominium Property as the President or a majority of the Board of Directors shall specify in writing to the Unit Owners, or at such other place in Lee County, Alabama, as the President or a majority of the Board of Directors shall designate.

Section 4. *Special Meetings of Members.* A special meeting of the Unit Owners may be called at any time by the President or by a majority of the Board of Directors, and shall be held at such place as is designated by the President or a majority of the Board of Directors and stated in a written notice. No special meeting shall be called unless the Secretary of the Association shall have mailed to or served upon all of the Owners written notice of the said meeting at least ten (10) days prior to the date of said meeting. A special meeting shall also be called by the President upon written demand of a majority of the Unit Owners, and in the event such demand is made, then and in that event, the President shall direct the Secretary to mail to or serve upon all of the Unit Owners written notice of the said meeting at least ten (10) days prior to the date of the meeting. All notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association.

Section 5. *Qualifications of Officers.* Until more than fifty percent (50%) of the Units are sold to persons other than the Developer, an officer need not be a Unit Owner. Thereafter, at least two (2) of the officers shall be Unit Owners. No Unit Owner shall be eligible for election as an

officer if he is delinquent in the payment of his assessment. Except for the Developer, a transfer of title of his Unit by an officer who is a Unit Owner shall automatically operate as his resignation as an officer and as a member of the Board of Directors.

Section 6. *Removal and Vacancies.* An officer or Director may be removed from office upon the affirmative vote of a majority of the Unit Owners for any reason deemed by the Unit Owners to be in the best interest of the Condominium. In the event of any removal, resignation or vacancy in any of the offices, the remaining members of the Board of Directors shall elect a person to serve as a successor to the removed, resigned or vacant officer, who shall hold office for the balance of the unexpired term and shall succeed to a membership in the Board of Directors for the same term. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 7. *Annual Meeting of Board of Directors.* The annual meeting of the Board of Directors shall be held at such place in Lee County, Alabama, as may be agreed upon by the Board of Directors immediately following the adjournment of the annual meeting of the Owners. The Board of Directors may establish a schedule of regular meetings to be held at such place as the Board of Directors may designate, in which event no notice shall be required to be sent to the said Board of Directors of said regular meetings once said schedule has been adopted.

Section 8. *Special Meetings of Board of Directors.* Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving three (3) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, said notice to be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association. By unanimous consent of the Board of Directors, a special meeting of the Board of Directors may be held without notice at any time or place. All notices of special meeting shall state the purpose of the meeting.

Section 9. *Quorum.* A quorum for the transaction of business at any regular or special meeting of the Board of Directors shall consist of a majority of the members of the Board but a majority of those present at any annual, regular or special meeting shall have the power to adjourn the meeting to a future time, provided that written notice of the new time, date and place shall be mailed to or personally served on each member of the Board of Directors by the Secretary of the Association at least three (3) days prior to the time fixed for said meeting.

Section 10. *Compensation.* The officers and Directors of this Association shall serve without compensation.

ARTICLE II. OFFICERS: POWERS AND DUTIES

Section 1. *The President.* He shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts of the Association, and shall perform and have the powers necessary to

perform all of the duties incident to his office and that may be delegated to him from time to time by the Board of Directors.

Section 2. *The Vice-President.* He shall perform all of the duties of the President in the event of the President's absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 3. *The Secretary-Treasurer.*

A. He shall issue notices of all Board of Directors meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Association books, records and papers.

B. He shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors.

C. He shall disburse the funds of the Association as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Association.

D. He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

E. He shall also give status reports to potential transferees, on which reports the transferees may rely. The liability of the Owners shall continue until the transfers have been approved and all such transferees shall be deemed liable for past due assessments (other than institutional mortgagees or purchasers at institutional mortgage foreclosure sales).

Section 4. *Bond.* The Secretary-Treasurer and all officers who are authorized to sign checks, must be bonded in an amount equal to the total anticipated assessments for a full year.

ARTICLE III: POWERS OF THE ASSOCIATION

The Association, acting through the Board of Directors, shall have the following powers:

Section 1. *Declaration.* All of the powers specifically set forth in the Declaration and all of the powers incidental thereto.

Section 2. *By-Laws.* All of the powers specifically set forth in the By-Laws and all of the powers incidental thereto.

Section 3. *Condominium Act.* All of the powers specifically set forth in the Condominium Act and all powers incidental thereto.

Section 4. *Miscellaneous Powers.*

A. To use and expend the assessments collected to carry out the purposes and powers of the Association.

B. To employ attorneys, accountants and other professionals as the need arises.

C. To employ workmen, janitors, gardeners, and such other agents and employees to carry out the powers of the Association and to purchase supplies and equipment therefor.

ARTICLE IV: FINANCE AND ASSESSMENTS

Section 1. *Depository.* The funds of the Association shall be deposited in a bank in Lee County, Alabama, designated by the Board of Directors in an account for the Association under resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by any of the officers of the Association. All notes of the Association shall be signed by any two of the officers of the Association.

Section 2. *Fiscal Year.* The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. *Determination of Assessments.*

A. The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium Property. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, taxes until separately assessed, and any other expenses designated as common expense from time to time by the Board of Directors of the Association. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair, and replace the Common Elements of the Condominium. Funds for the payment of common expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable monthly, in advance, or as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular assessments.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the assessment to each of the Owners. All assessments shall be payable to the Secretary-Treasurer of the Association and, upon request, the Secretary-Treasurer shall give a receipt for each payment made to him.

Section 4. *Delinquent Assessments.* In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the Association, through its Board of Directors, may proceed to enforce and collect said assessment and interest at the rate of eighteen percent (18%) per annum against the Unit Owner owing the same in any manner provided for or allowed by the Condominium Act.

Section 5. *Collection and Enforcement.* In connection with assessments, the Association shall have all of the powers, rights and privileges and legal remedies provided for by the Declaration and the Condominium Act for collection and enforcement of assessments. Further, in this connection, each Unit Owner shall be liable for his assessment in the same manner provided for by the Declaration, and shall likewise be responsible for reasonable attorney fees, interest and costs incurred by the Association incident to the collection of such assessment or enforcement of any lien held by the Association for unpaid assessments.

ARTICLE V: MAINTENANCE AND REPAIRS

Section 1. *Access.* Any officer of the Association, or any agent of the Board of Directors, shall have the irrevocable right to have access to each Unit from time to time during reasonable hours that may be necessary for the inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom or for making emergency repairs therein to prevent damage to the Common Elements or to another Unit or Units.

Section 2. *Maintenance and Repair.* The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium associations in contracting with the same firm, person or corporation for maintenance and repair. The Board of Directors may, by contract, empower and grant to such firm, person or corporation the right of access as set forth in Section 1 of this Article.

Section 3. *Unit Owners.* Every Unit Owner must perform promptly all maintenance and repair work within his own Unit which, if omitted, would affect the Condominium Property, and the condominium project in its entirety, or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

Section 4. *Prohibition.* No Unit Owner shall make any alteration in the portions of the improvements of a condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

Section 5. *Material Alterations.* There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners.

ARTICLE VI: VIOLATIONS

Section 1. In the event of a violation (other than the non-payment of an assessment) by the Unit Owner in any of the provisions of the Declaration, these By-Laws, or the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of such breach, transmitted by Registered or Certified Mail, Return Receipt Requested, and if such violation shall continue for a period of thirty (30) days from the date of such notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, the By-Laws, or the pertinent provisions of the Condominium Act, and the Association may then, at its election, pursue any of the following options: (i) an action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners; (ii) an action in equity to enforce performance on the part of the Unit Owner; or (iii) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Failure on the part of the Association to maintain such an action at law or in equity within sixty (60) days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act or other applicable statute. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter.

ARTICLE VII: ACQUISITION OF UNITS

Section 1. *Voluntary Sale or Transfer.* Upon receipt of a Unit Owner's written notice, in accordance with the Declaration or the Condominium Act, the Board of Directors may, with the authorization and approval of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners, acquire a condominium parcel in the name of the Association or a designee.

Section 2. *Acquisition on Foreclosure.* At any judicial sale of a Unit, the Board of Directors may, with the authorization and approval of a majority of the Unit Owners present at any regular or special meeting of the Unit Owners, acquire a condominium parcel in the name of the Association or its designee. The term "judicial" as used in this Section shall include any foreclosure, including by non-judicial power of sale, of any lien, including a lien for assessments. The power of the Board of Directors to acquire at any judicial sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to acquire at any judicial sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to so acquire should the requisite approval of the Unit Owners be obtained.

ARTICLE VIII: NOTICE

Section 1. Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by Certified Mail, at their place of residence in the condominium building, and to the Association, by Certified Mail, at P.O. Box 1437, Auburn, AL, 36831. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him or it by written notice, in accordance with the terms and provisions of this Article.

ARTICLE IX: AMENDMENTS TO THE BY-LAWS

Section 1. These By-Laws may be amended in the same manner as the Declaration may be amended, and in accordance with the provisions of the Condominium Act and the Articles of Incorporation of the Association. No modification or amendment shall be valid unless set forth in, or annexed to, a duly recorded Amendment to the Declaration.

ARTICLE X: RULES AND REGULATIONS

Section 1. The Board of Directors may, from time to time, adopt and amend previously adopted administrative Rules and Regulations covering the details of the operation and use of the Common Elements of the Condominium; provided, however, that no such Rules and Regulations shall conflict with the Declaration, these By-Laws or the provisions of the Condominium Act, and in the event of any conflict between the said Rules and Regulations and the foregoing, the latter shall prevail. The Board of Directors shall, from time to time, post in a conspicuous place on the Condominium Property a copy of the Rules and Regulations adopted, from time to time, by the Board of Directors.

Book/Pg: 8005/543
Term/Cashier: SCAN3 / ss3
Tran: 4386.84484.114989
Recorded: 05-13-2009 09:19:43
REC Recording Fee
Total Fees: \$ 182.00

182.00

**ARTICLES OF INCORPORATION
OF
MOORE CENTRAL STATION CONDOMINIUM OWNERS ASSOCIATION, INC.
(An Alabama Non-Profit Corporation)**

The undersigned, for the purpose of forming a corporation pursuant to the provisions of the Alabama Nonprofit Corporation Act (Code of Alabama (1975), Sections 10-3A-1, *et seq.*) hereby adopt the following Articles of Incorporation and certify as follows:

1. **NAME.** The name of the corporation is "Moore Central Station Condominium Owners Association, Inc." (hereinafter referred to as the "Association").

2. **DURATION.** The period of duration of the Association shall be perpetual.

3. **PURPOSES.** The purposes for which the Association is organized are:

(a) To own, operate, maintain, manage, repair, and replace Common Elements of Moore Central Station, Condominium and all appurtenances thereto, which is situated in the Lee County, State of Alabama and described as follows:

Unit 3, Ogletree Village Land Condominium a condominium, located in Auburn, Lee County, Alabama, as shown on that certain map or plat of survey filed for record in Condo Plat Book 4 at Page 43 and established by that certain Declaration of Condominium of record in the Office of the Judge of Probate of Lee County, Alabama.

all of the foregoing being hereinafter referred to as "Moore Central Station" or the "Property".

(b) To perform and carry out the acts, duties, responsibilities, and conditions delegated to the Association in the Declaration under Alabama Uniform Condominium Act, these Articles of Incorporation, the Bylaws of this Association and all amendments thereto, and all the powers enumerated in Section 35-8A-302 Code of Alabama (1975).

(c) To make, establish and enforce reasonable rules and regulations governing the administration, operation, and management of the Property.

(d) To make, levy, collect, and enforce assessments, as defined in the Declaration, and to use and expend such assessments in the manner set forth in the Declaration.

(e) To employ personnel and contract for services, material, and labor, including contracting for the management of the Common Areas.

(f) To purchase and maintain insurance for such coverages, with such insurance carriers, in such amounts, at such rates, and with such deductibles as may be necessary for the protection of the Association, its officers, directors, and members.

(g) to sue and be sued, complain and defend in its corporate name.

(h) To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to the amount, with any person, firm, association, partnership, limited partnership, corporation, municipality, county, state, territory, government, governmental subdivision or body politic.

(i) To carry on any other business in connection with the foregoing, to transact any or all lawful business for which corporations may be incorporated under the Alabama Nonprofit Corporation Act, as amended, and to have and exercise all powers necessary or convenient to effect the purposes of the Association in accordance with and subject to the terms and provisions of the Declaration.

4. **INITIAL REGISTERED OFFICE AND AGENT.** The location and mailing address of the initial registered office of the Association, and the name of its initial registered agent at such address, are as follows:

Michael Dillworth
2525 Glenn Brooke Drive
Auburn, AL 36830

5. **NONSTOCK AND NONPROFIT STATUS.** The Association shall have no capital stock, is not organized for profit, and does not contemplate pecuniary gain or profit to the members thereof. No part of the earnings of the Association shall inure to the benefit of any member, individual, officer, or director. The Association does not contemplate the distribution of gains, profits, or dividends to the members thereof and is organized solely for nonprofit purposes.

6. **MEMBERS.** The members of the Association shall consist of all Owners of Units in Moore Central Station. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. The voting rights of any member may be limited and suspended in accordance with the provisions of the Declaration.

7. **DIRECTORS.**

(a) **Number of Directors.** Subject to the terms of the Declaration, which shall be deemed controlling in the event of any conflict with these Articles, the affairs of the Association shall be managed by a Board of Directors. The number of Directors constituting the initial Board of Directors shall be four (4). Thereafter, the number of Directors may be increased or decreased from time to time by action of a majority of the Board of Directors; provided, however, that (i) the number of Directors shall in no event consist of less than three (3) Directors and (ii) no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director. The names and addresses of each person who is to serve as an initial Director of the Association until their successors are elected and qualified or until such Directors are removed as provided in Paragraph 7(b) of these Articles are as follows:

John Curry
595 Dekalb Street
Auburn, AL 36830

Doug Dallas
P.O. Box 1464
Auburn, AL 36831

Michael Dilworth
2525 Glenn Brooke Dr.
Auburn, AL 36830

Chris Fulgham
595 Dekalb Street, Suite D
Auburn, AL 36830

(b) **Removal.** The members of the Association shall have the right at any time and from time to time to remove any Director, either with or without cause, and may appoint a successor to such removed Director. Any vacancies which may thereafter arise on the Board shall be filled as provided in the Bylaws.

(c) **Powers.** Except as may be otherwise provided to the contrary in the Declaration, these Articles of Incorporation or the Bylaws of the Association, all powers of the Association shall be exercised by or under authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors. The Board of Directors shall by majority action appoint and remove the Officers of the Association.

(d) **Conflicts of Interest.** No contract or other transaction between the Association and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested, shall be either void or voidable because of such relationship or interest. Any Director of the Association or any corporation, firm, association, or entity of which any Director of the Association is a director or officer or is financially interested may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that such relationship or interest in such contract or transaction shall be disclosed or known to the Board of Directors at a meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction and, if such fact shall be disclosed or known, any director so related or interested may be counted in determining a quorum at such meeting and may vote on such matter or action with the same force and effect as if he were not so related or interested. Any Director of the Association may vote on any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

8. **INCORPORATOR.** The names and addresses of the incorporators are as follows:

Michael Dillworth
2525 Glenn Brooke Drive
Auburn, AL 36830

9. **DISTRIBUTION OF ASSETS UPON DISSOLUTION.**

(a) Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

(i) Real property contributed to the Association without the receipt of other than nominal consideration Dillworth Development, Inc. shall be returned to Dillworth Development, Inc. unless it refuses to accept the conveyance (in whole or in part); and

(ii) Unless otherwise agreed to the contrary in the plan of distribution, all remaining assets shall be distributed among the members of the Association, as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

(b) Dissolution of the Association shall be accomplished as set forth in the Alabama Nonprofit Corporation Act.

10. POWER OF PRESIDENT AND VICE PRESIDENT TO EXECUTE DOCUMENTS.

The President and each Vice President of the Association shall each have the authority to execute all instruments, documents and contracts on behalf of the Association.

11. INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; and, with respect to any criminal action or proceeding, no reasonable cause to believe his conduct was unlawful. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no indemnification shall

be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for willful, deliberate, or wanton misconduct in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) To the extent that a Director, officer, employee, or agent of the Association has been successful on the merits or otherwise in the defense of any action, suit, or proceeding referred to in Paragraphs 11(a) and (b) above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful on any other claim, issue or matter in any such action, suit or proceeding.

(d) Any indemnification under Paragraphs 11 (a) and (b) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Paragraphs 11(a) and (b) above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to or who have been wholly successful on the merits or otherwise with respect to such claim, action, suit, or proceeding, (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion or (iii) by a majority vote of the members of the Association.

(e) Expenses (including attorneys' fees) incurred in defending a civil or criminal claim, action, suit, or proceeding may be paid by the Association in advance of the final disposition of such claim, action, suit, or proceeding as authorized in the manner provided in Paragraph 11(d) above upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount if and to the extent that it shall ultimately determine that he is not entitled to be indemnified by the Association as authorized in this Paragraph 11.

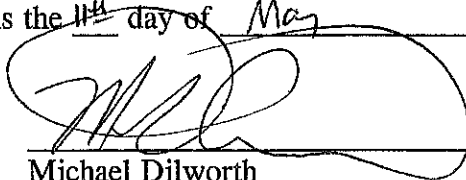
(f) The indemnification authorized by this Paragraph 11 shall not be deemed exclusive of and shall be in addition to any other right to which those indemnified may be entitled under any statute, rule of law, provisions of these Articles of Incorporation, Bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, partner, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Paragraph 11.

12. **AMENDMENT.** These Articles may be amended, subject to the terms and conditions of the Declaration, by the affirmative vote of at least two-thirds (2/3) of the total votes in the Association (i.e., two-thirds (2/3) of all Owners).

13. **INCORPORATION BY REFERENCE.** All of the terms, provisions, definitions, covenants and conditions set forth in the Declaration are hereby expressly incorporated herein by reference as if fully set forth herein. In the event of any conflict or ambiguity between the terms, provisions, definitions, covenants, and conditions set forth herein and the Declaration, then the provisions of the Declaration shall at all times control.

IN WITNESS WHEREOF, the undersigned Incorporator has hereunto subscribed his name to these Articles of Incorporation as of this the 11th day of May, 2009.



Michael Dilworth

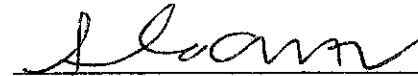
STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Michael Dilworth, whose name is signed to the foregoing Articles of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the Articles of Incorporation, he executed the same voluntarily for and as act of said corporation.

Given under my hand this the 11th day of May, 2009.

(NOTARY SEAL)



Notary Public, State at Large
My commission expires

GERALD A. MATTSON, JR.
Notary Public, AL State at Large
My Comm. Expires Nov. 3, 2010

Prepared by:
Gerald A. Mattson, Jr., Esq.
HAYGOOD, CLEVELAND, PIERCE, MATTSON & THOMPSON, L.L.P.
611 East Glenn Avenue
Post Office Box 3310
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(334) 821-3892

Book/Pg# 1288/149
Term/Cashier: SCANS / ss3
Tran: 4386.84484.114999
Recorded: 05-13-2009 09:27:07
REC Recording Fee
Total Fees: \$ 30.00

30.00