

AMENDMENT OF ENABLING DECLARATION  
ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP OF  
CRESTWOOD TOWNHOUSES/CONDOMINIUM

THE UNDERSIGNED, Pine Brook Lakes, Inc., an Alabama corporation ("Grantor") in that certain Enabling Declaration Establishing a Plan For Condominium Ownership of Crestwood Townhouses/Condominium ("Declaration") does hereby report as follows:

WHEREAS, Crestwood Townhouses/Condominium was established by recording the Declaration on October 30, 1981, in Real Volume 2127, Page 1 in the Probate Office of Jefferson County Alabama. The plans attached to said Declaration have been recorded in Map Book 130, Page 51, and the survey attached to said Declaration has been recorded in Map Book 130, Page 50, of the aforesaid Probate Office.

WHEREAS, under the provisions of said Declaration, Grantor reserved the right to amend said Declaration to include additional property, upon meeting all requirements of the U. S. Department of Housing and Urban Development;

WHEREAS, Grantor has completed Phases I and III as designated by the U. S. Department of Housing and Urban Development and further identified as FHA Projects #062-34007 and #062-34011 respectively, and has otherwise met all requirements of the U. S. Department of Housing and Urban Development. Phase I contains 42 townhouse units and Phase III contains 21 townhouse units.

WHEREAS, Grantor now desires to submit the property comprising Phases I and III to the provisions of the Alabama Condominium Ownership Act and to the Declaration pursuant to the provisions of said Declaration;

NOW THEREFORE, the undersigned Grantor hereby makes and reports the following Amendment of said Declaration:

1. Grantor hereby submits the property described in Exhibit "A" attached hereto and made a part hereof, and designated as First Phase and Third Phase to the provisions of the Condominium Ownership Act and to the Declaration. Said property together with the improvements constructed thereon, is hereby incorporated within and made a part of Crestwood Townhouses/Condominium. The real property described in the attached Exhibit "A" and designated First Phase, Second Phase and Third Phase shall comprise the condominium property.
2. Exhibit "A" as originally filed with the Declaration is hereby deleted and the attached Exhibit "A" is hereby substituted therefor.
3. All references to "27" townhouse units or spaces in the Declaration are hereby deleted and the number "90" is hereby substituted therefor.
4. Grantor has constructed on the condominium property a total of 90 units. Each unit has been assigned an identification number as shown on Exhibit "B" which is attached hereto and made a part hereof. The attached Exhibit "B" sets forth the total number of units (90) situated on the entire condominium property.
5. Exhibit "B" as originally filed with the Declaration is hereby deleted in its entirety and the attached Exhibit "B" is hereby substituted therefor.

6. Each of the townhouse units constructed in the first and third phases are substantially similiar to and of the same general styles, quality, types, sizes and design as those townhouse units constructed in the first phase and further described in the plans filed with the Declaration.

7. Exhibit "C" as originally filed with the Declaration is hereby deleted in its entirety, and the attached Exhibit "C" is hereby substituted therefor. The undivided interest in the "common areas and facilities" as provided for in "E" of said Declaration shall now be 1/90 as established by Exhibit "C".

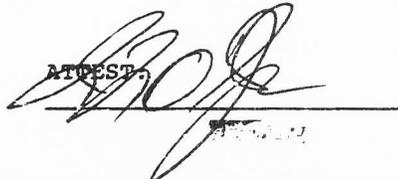
8. The value of \$1,260,500 as set out in "E" of said Declaration is hereby deleted and the value of \$4,206,300 is substituted therefor. This amount is the total value of all of the "family units" and is broken down into Phases I, II and III in Exhibit "D" attached hereto and made a part hereof.

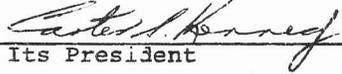
9. Exhibit "D" as originally filed with the Declaration is hereby deleted in its entirety and the attached Exhibit "D" is hereby substituted therefor.

10. An additional survey dated September 30, 1981, with revisions through December 1, 1981, has been prepared by Louis H. Weygand, Registered Engineer, to reflect Phase I and Phase III as existing rather than "Proposed", as shown on the survey attached as Exhibit A.1 to the Declaration.

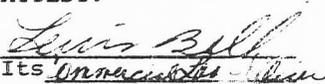
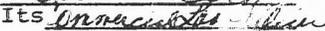
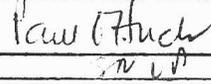
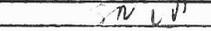
11. Amend Exhibit A.1 referred to in "R" of the Declaration to include the additional survey; said additional survey has been recorded in Map Book 131, Page 23, in the Probate Office of Jefferson County, Alabama.

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set its hand and seal this 15 day of December, 1981.

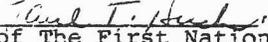
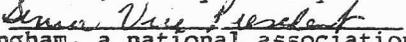
ATTEST: 

PINE BROOK LAKES, INC.  
By:   
Its President

The undersigned, The First National Bank of Birmingham, as the holder of a lien encumbering some or all of the real property described in Exhibit A attached hereto, joins in the execution of this Enabling Declaration for the purpose of complying with Section 35-8-7, Code of Alabama, 1975. The lien of the undersigned is not in any way affected or made subordinate to the Enabling Declaration as amended by the Amendment herein.

ATTEST: THE FIRST NATIONAL BANK OF BIRMINGHAM  
  
Its ~~Authorized Officer~~   
By:   
Its ~~VP~~ 

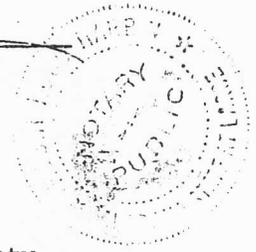
STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that  whose name as  of The First National Bank of Birmingham, a national association, is signed to the foregoing Amendment of Enabling Declaration and who is known to me, acknowledged before me on this day that, being informed

of the contents of the Amendment of Enabling Declaration, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said national association.

Given under my hand this the 15 day of December, 1981.

Robin Hood Hail  
NOTARY PUBLIC



STATE OF ALABAMA

COUNTY OF JEFFERSON

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

Given under my hand this the 15 day of December, 1981.

Robin Hood Hail  
NOTARY PUBLIC



THIS INSTRUMENT PREPARED BY:

Robin M. Harkin  
Weiden and Harkin Attorneys at Law  
1417 Daniel Building  
Birmingham, Alabama 35203

FIRST PHASE

All of Lot 16, Crestwood Green, First Sector, as recorded in Map Book 107, Page 49, and part of Lot 15, Crestwood Green, Third Sector, as recorded in Map Book 112, Page 50, in the Office of the Judge of Probate, Jefferson County, Alabama, being more particularly described as follows:

From the southeast corner of Lot 16, in said Crestwood Green, First Sector, run in a southwesterly direction along the north line of the right of way of Crestwood Boulevard for a distance of 75.0 feet; thence turn an angle to the left and run S19°53'02" E along said road right of way line for a distance of 50.0 feet; thence run S70°07'11" W along said road right of way for a distance of 349.86 feet; thence run N19°52'50" W along the east line of Lots 13, 14 and 15, in said Crestwood Green First Sector, for a distance of 316.28 feet to a point on the southeast line of the right of way of Crest Green Road; thence run in a northeasterly and easterly direction along the said right of way line of said road for a distance of 560.0 feet to the northeast corner of said Lot 16; thence continue in a easterly direction along the north line of Lot 15, in said Crestwood Green, Third Sector, which is also the south right of way line of said Crest Green Road, for a distance of 30.26 feet to the point of curve of a curve to the left which has a radius of 230.0 feet; thence run easterly along the arc of said curve for a distance of 13.65 feet; thence run in a southeasterly direction for a distance of 215.42 feet, more or less, to a point on the north line of the right of way of Crestwood Boulevard which is 112.45 feet northeast of the point of beginning; thence run in a southwesterly direction along said right of way line for a distance of 112.45 feet to the point of beginning; containing 4.205 acres, more or less.

SECOND PHASE

and 16

Part of Lots 15/Crestwood Green Third Sector, a map of which is recorded in the Office of the Judge of Probate, Jefferson County, Alabama, in map book 112, on page 50, said part being more particularly described as follows:

From the northwest corner of said Lot 15, run S83°12'20" E along the north line of said Lot 15 for a distance of 30.26 feet to the point of curve of a curve to the left which has a radius of 230.0 feet; thence run in an easterly direction along the arc of said curve (which is also the south line of the right of way of Crest Green Road) for a distance of 13.65 feet to the point of beginning of the property herein described; thence continue along the arc of said curve to the left for a distance of 200.0 feet to the end of said curve; thence N43°34'20" E along a line which is tangent to said curve for a distance of 34.64 feet to the point of curve of a curve to the right which has a radius of 600.0 feet; thence northeasterly along the arc of said curve to the right for a distance of 160.89 feet; thence S18°29'E for a distance of 227.0 feet; thence S89°36' E for a distance of 433.0 feet; thence S26°37'58" W for a distance of 75.81 feet; thence S19°55'46" W for a distance of 69.97 feet to a point on the north line of the right of way of Crestwood Boulevard as shown on said map of Crestwood Green Third Sector, said point being on the arc of a curve which is concave southerly and has a radius of 1340.0 feet; thence westerly along the arc of said curve for a distance of 478.97 feet to the end of said curve; thence N14°22'57" W for a distance of 50.0 feet; thence southwesterly along the arc of a curve which is the north right of way line of said Crestwood Boulevard for a distance of 226.0 feet; thence run northwesterly for a distance of 214.42 feet, more or less, to the point of beginning; containing 3.459 acres, more or less.

THIRD PHASE

Part of Lot 16, Crestwood Green Third Sector, as recorded in Map Book 112, Page 50 in the Office of the Judge of Probate, Jefferson County, Alabama, being more particularly described as follows:

From the southeast corner of Lot 9, in said Crestwood Green Third Sector run S0°33'46" E along the east line of said Lot 16 for a distance of 24.81 feet to the point of beginning; thence run S88°41'46" E for a distance of 258.58 feet; thence run S7°56'47" E for a distance of 314.26 feet to a point on the north right of way line of Crestwood Boulevard thence in a westerly direction along the arc of a curve (which is the north line of said right of way) for a distance of 118.22 feet; thence S2°25'12" E for a distance of 55.52 feet thence in a westerly direction along the arc of a curve (which is the north line of said right of way) for a distance of 281.71 feet; thence N19°55'46" E for a distance of 69.97 feet; thence N26°37'58" W for a distance of 75.81 feet; thence N89°36' W for a distance of 433.0 feet; thence N18°29' W for a distance of 227.0 feet to a point on the southeast line of the right of way of Crest Green Road; thence northeasterly along said southeast right of way line for a distance of 76.83 feet to the northwest corner of Lot 14, in said Crestwood Green Third Sector; thence S0°24' W along the west line of said Lot 14, to the southwest corner of said lot; thence S89°36' E for a distance of 457.23 feet, more or less, to the point of beginning, containing 4.21 acres, more or less.

## Legal Description of Townhouse Spaces

## PHASE I:

1. Unit 1	11. Unit 11	21. Unit 21	31. Unit 31	41. Unit 41
2. Unit 2	12. Unit 12	22. Unit 22	32. Unit 32	42. Unit 42
3. Unit 3	13. Unit 13	23. Unit 23	33. Unit 33	
4. Unit 4	14. Unit 14	24. Unit 24	34. Unit 34	
5. Unit 5	15. Unit 15	25. Unit 25	35. Unit 35	
6. Unit 6	16. Unit 16	26. Unit 26	36. Unit 36	
7. Unit 7	17. Unit 17	27. Unit 27	37. Unit 37	
8. Unit 8	18. Unit 18	28. Unit 28	38. Unit 38	
9. Unit 9	19. Unit 19	29. Unit 29	39. Unit 39	
10. Unit 10	20. Unit 20	30. Unit 30	40. Unit 40	

All as located in the Crestwood Townhouses/Condominium, a condominium, located in Jefferson County, Alabama, as established by Enabling Declaration as recorded in Real Book 2127, Page 1, and By-Laws thereto as recorded in Real Book 2127, Page 11, and Amendment to Enabling Declaration as recorded in Real Book 2143, Page 340, in the Office of the Judge of Probate of Jefferson County, Alabama, together with an undivided interest in the common areas and facilities of Crestwood Townhouses/Condominium, as set out in Exhibit "C" attached to said Enabling Declaration, as it may have been or may hereafter be amended pursuant to said Enabling Declaration.

## PHASE II:

43. Unit 43	56. Unit 58
44. Unit 44	57. Unit 59
45. Unit 45	58. Unit 60
46. Unit 46	59. Unit 61
47. Unit 47	60. Unit 62
48. Unit 48	61. Unit 63
49. Unit 49	62. Unit 64
50. Unit 50	63. Unit 65
51. Unit 51	64. Unit 66
52. Unit 52	65. Unit 67
53. Unit 53	66. Unit 68
54. Unit 54	67. Unit 69
55. Unit 55	68. Unit 70
	69. Unit 71

All as located in the Crestwood Townhouses/Condominium, a condominium, located in Jefferson County, Alabama, as established by Enabling Declaration as recorded in Real Book 2127, Page 1, and By-Laws thereto as recorded in Real Book 2127, Page 11, in the Office of the Judge of Probate of Jefferson County, Alabama, together with an undivided interest in the common areas and facilities of Crestwood Townhouses/Condominium, as set out in Exhibit "C" attached to said Enabling Declaration, as it may have been or may hereafter be amended pursuant to said Enabling Declaration.

## PHASE III:

70. Unit 72	77. Unit 77	84. Unit 84
71. Unit 73	78. Unit 78	85. Unit 85
72. Unit 74	79. Unit 79	86. Unit 86
73. Unit 75	80. Unit 80	87. Unit 87
74. Unit 76	81. Unit 81	88. Unit 88
75. Unit 77	82. Unit 82	89. Unit 89
76. Unit 78	83. Unit 83	90. Unit 90

All as located in the Crestwood Townhouses/Condominium, a condominium, located in Jefferson County, Alabama, as established by Enabling Declaration as recorded in Real Book 2127, Page 1, and By-Laws thereto as recorded in Real Book 2127, Page 11, and Amendment to Enabling Declaration as recorded in Real Book 2143, Page 340, in the Office of the Judge of Probate of Jefferson County, Alabama, together with an undivided interest in the common areas and facilities of Crestwood Townhouses/Condominium, as set out in Exhibit "C" attached to said Enabling Declaration, as it may have been or may hereafter be amended pursuant to said Enabling Declaration.

EXHIBIT "C"

The following percentage of undivided interest shall apply:

PHASES II, III & I

1/90

U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION  
SCHEDULE OF UNITS

PHASE

I

Section 234(a)  Section 221(i)  Section 235(i)(4)(B)

(To be attached to FHA Form 3201, 3275-A, 3280, 3283 and 3284)

As amended 8/6/81

To be submitted to field office in quadruplicate

Lessee-Name and Address:

Highland Mortgage Company  
1419 Daniel Building  
Birmingham, Alabama 35233

Owner-Name and Address:

Jefferson Home Construction Co.  
P. O. Box 66286  
Birmingham, Alabama 35210

Location of Property-City and State

Birmingham, Alabama

No. of Units

11-2

TO BE COMPLETED  
BY OWNER

TO BE COMPLETED BY HUD-FHA

TOTAL VALUE-ALL UNITS \$1,937,900

MAXIMUM TERM OF MORTGAGES

30 YRS.

(1) Proposed Sales Price	(2) Family Unit No.	(3) Unit Type	(4) Unit Value	(5) Ratio of Unit Value to Total Value	(6) Closing Costs	(7) Unit Mortgage Amount	(8) Monthiv Expenses				(9) Firm Commitment Case No.
							a. Insur- ance	b. Taxes	c. Common	d. Personal Rent	
9,950.	1-2	A	46,500	.0236	1,250	45,900	11	24	32		011-224046
	1-3	A	46,500	.0236	1,250	45,900	11	24	32		47
	1-4	A	46,500	.0236	1,250	45,900	11	24	32		48
	1-5	A	46,500	.0236	1,250	45,900	11	24	32		49
	1-6	A	46,500	.0236	1,250	45,900	11	24	32		50
	1-7	A	46,500	.0236	1,250	45,900	11	24	32		51
	2-10	A	46,500	.0236	1,250	45,900	11	24	32		-224054
	2-11	A	46,500	.0236	1,250	45,900	11	24	32		55
	2-12	A	46,500	.0236	1,250	45,900	11	24	32		56
	2-13	A	46,500	.0236	1,250	45,900	11	24	32		57
	2-14	A	46,500	.0236	1,250	45,900	11	24	32		58
	2-15	A	46,500	.0236	1,250	45,900	11	24	32		59
	2-16	A	46,500	.0236	1,250	45,900	11	24	32		60
	3-17	A	46,500	.0236	1,250	45,900	11	24	32		-224088
	3-18	A	46,500	.0236	1,250	45,900	11	24	32		087
	3-19	A	46,500	.0236	1,250	45,900	11	24	32		086
	4-21	A	46,500	.0236	1,250	45,900	11	24	32		061
	4-22	A	46,500	.0236	1,250	45,900	11	24	32		062
	4-23	A	46,500	.0236	1,250	45,900	11	24	32		063
	4-24	A	46,500	.0236	1,250	45,900	11	24	32		064
	4-25	A	46,500	.0236	1,250	45,900	11	24	32		065
	4-26	A	46,500	.0236	1,250	45,900	11	24	32		066
	4-27	A	46,500	.0236	1,250	45,900	11	24	32		067
	4-28	A	46,500	.0236	1,250	45,900	11	24	32		068
	5-30	A	46,500	.0236	1,250	45,900	11	24	32		070
	5-31	A	46,500	.0236	1,250	45,900	11	24	32		071
	5-32	A	46,500	.0236	1,250	45,900	11	24	32		072
	5-33	A	46,500	.0236	1,250	45,900	11	24	32		073
	5-34	A	46,500	.0236	1,250	45,900	11	24	32		074
	6-36	A	46,500	.0236	1,250	45,900	11	24	32		076
	6-37	A	46,500	.0236	1,250	45,900	11	24	32		077
	6-38	A	46,500	.0236	1,250	45,900	11	24	32		078
	6-39	A	46,500	.0236	1,250	45,900	11	24	32		079
6-40	A	46,500	.0236	1,250	45,900	11	24	32		080	
6-41	A	46,500	.0236	1,250	45,900	11	24	32		081	
6-42	A	46,500	.0236	1,250	45,900	11	24	32		082	
55,950.	1-1	B	52,500	.0267	1,300	51,600	12	27	32		045
	2-9	B	52,500	.0267	1,300	51,600	12	27	32		053
	3-29	B	52,500	.0267	1,300	51,600	12	27	32		069
43,950.	6-35	B	52,500	.0267	1,300	51,600	12	27	32		075
	1-8	C	40,000	.0203	1,150	39,550	10	20	32		052
116,800.	3-20	C	40,000	.0203	1,150	39,550	10	20	32		085

PHASE

REAL

2143 PAGE 347

SCHEDULE OF UNITS

062-34008-PY  
PROJECT NO. \_\_\_\_\_ COND.

As amended 7/10/81

EXHIBIT "D"

Section 221(i)  Section 235(i)(4)(B)   
(To be attached to FHA Form 3201, 3275-A, 3280, 3283 and 3284).  
To be submitted to field office in quadruplicate

Pages-Name and Address:

Highland Mortgage Company  
1419 Daniel Building  
Birmingham, AL 35233

Owner-Name and Address:

Jefferson Home Construction, et. al.  
P.O. Box 66256  
Birmingham, AL 35210

Location of Property-City and State

Birmingham, Alabama

No. of Units

27

TO BE COMPLETED BY OWNER

TO BE COMPLETED BY HUD-FHA

TOTAL VALUE-ALL UNITS \$ 1,354,650

MAXIMUM TERM OF MORTGAGES

30 YRS.

(1) Proposed Sales Price	(2) Family Unit No.	(3) Unit Type	(4) Unit Value	(5) Ratio of Unit Value to Total Value	(6) Closing Costs	(7) Unit Mortgage Amount	(8) Monthly Expenses				(9) Firm Commitment Case No.
							a. Insur- ance	b. Taxes	c. Common	d. Personal Benefit	
59,950	7-46	A-6	46,500	.037	1,250	45,900	11	24	32		
	7-47	A-4	46,500	.037	1,250	45,900	11	24	32		
	7-48	A-1	46,500	.037	1,250	45,900	11	24	32		
	7-49	A-8	46,500	.037	1,250	45,900	11	24	32		
	7-50	A-6	46,500	.037	1,250	45,900	11	24	32		
	8-53	A-6	46,500	.037	1,250	45,900	11	24	32		
	8-54	A-3	46,500	.037	1,250	45,900	11	24	32		
	8-55	A-1	46,500	.037	1,250	45,900	11	24	32		
	8-56	A-6	46,500	.037	1,250	45,900	11	24	32		
	8-57	A-2	46,500	.037	1,250	45,900	11	24	32		
	9-59	A-5	46,500	.037	1,250	45,900	11	24	32		
	9-60	A-1	46,500	.037	1,250	45,900	11	24	32		
	9-61	A-8	46,500	.037	1,250	45,900	11	24	32		
	9-62	A-4	46,500	.037	1,250	45,900	11	24	32		
	9-63	A-2	46,500	.037	1,250	45,900	11	24	32		
	10-65	A-5	46,500	.037	1,250	45,900	11	24	32		
	10-66	A-4	46,500	.037	1,250	45,900	11	24	32		
10-67	A-6	46,500	.037	1,250	45,900	11	24	32			
10-68	A-3	46,500	.037	1,250	45,900	11	24	32			
10-69	A-1	46,500	.037	1,250	45,900	11	24	32			
10-70	A-8	46,500	.037	1,250	45,900	11	24	32			
10-71	A-2	46,500	.037	1,250	45,900	11	24	32			
55,950	7-45	B	52,500	.042	1,300	51,600	12	27	32		
	8-52	B	52,500	.042	1,300	51,600	12	27	32		
43,950	10-64	B	52,500	.042	1,300	51,600	12	27	32		
	7-51	C	40,000	.032	1,150	39,550	10	20	32		
9-38	C	40,000	.032	1,150	39,550	10	20	32			
			1,354,650								



RESOLUTION AMENDING EXHIBIT "E"  
BY-LAWS OF CRESTWOOD TOWNHOUSES/CONDOMINIUM ASSOCIATION

WHEREAS, the By-Laws of Crestwood Townhouses/Condominium Association was filed in the Office of the Judge of Probate of Jefferson County, Alabama, on the 30th day of October, 1981 and recorded in Real Volume 2127, Page 11; and,

WHEREAS, the members of the Association, being not less than seventy-five (75%) percent of the entire membership of the Association, desire to amend the By-Laws of Crestwood Townhouses/Condominium Association;

NOW, THEREFORE, the By-Laws of Crestwood Townhouses/Condominium Association, recorded in Real Volume 2127, Page 11, is hereby amended as follows:

ARTICLE I  
 PLAN OF APARTMENT OWNERSHIP

Section 1. Apartment Ownership. The project located at Crest Green Drive street, City of Birmingham, State of Alabama, known as Crestwood Townhouses/Condominium is submitted to the provisions of \* the Condominium Ownership Act.

Section 2. By-Laws Applicability. The provisions of these By-Laws are applicable to the project. (The term "project" as used herein shall include the land.)

Section 3. Personal Application. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit F to the recorded Plan of Apartment Ownership.

The mere acquisition or rental of any of the family-units (hereinafter referred to as "units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

ARTICLE II  
 VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Enabling Declaration.

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean those owners holding 51% of the votes in accordance with the percentages assigned in the Enabling Declaration.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

\* Identify state law establishing apartment ownership.

## ADMINISTRATION

Section 1. Association Responsibilities. The owners of the units will constitute the Association of Owners (hereinafter referred to as "Association") who will have the responsibility of administering the project, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the project pursuant to an agreement, containing provisions relating to the duties, obligations, removal and compensation of the management agent. Except as otherwise provided, decisions and resolutions of the Association shall require approval by a majority of owners.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The first annual meeting of the Association shall be held on \_\_\_\_\_ (Date)\*. Thereafter, the annual meetings of the Association shall be held on the \_\_\_\_\_ 2nd (1st, 2nd, 3rd, 4th) \_\_\_\_\_ Tuesday (Monday, Tuesday, Wednesday, etc.) of \_\_\_\_\_ January (month) each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article IV of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Federal Housing Commissioner or his duly authorized representative. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least 5 but not more than 10 days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served. Notices of all meetings shall be mailed to the Director of the local insuring office of the Federal Housing Administration.

Section 6. Adjourned Meetings. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the owners of units shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Federal Housing Administration representative, if present.
- (f) Report of committees.
- (g) Election of inspectors of election.
- (h) Election of directors.
- (i) Unfinished business.
- (j) New business.

\* This date must be approved by the FHA Insuring Office.

## BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five persons, \* all of whom must be owners of units in the project.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep and surveillance of the project and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessments from the owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project, the common areas and facilities and the restricted common areas and facilities.

Section 4. Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in Section 3 of this Article.

Section 5. Election and Term of Office. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting. (If a larger Board of Directors is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.)

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

\* The number should be an odd number not less than five.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least quarterly meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director and owner, personally or by mail, telephone or telegraph, at least three (3) days prior to the date scheduled for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors. Notice of special meetings of the Board of Directors may also be given, in any manner deemed appropriate by the Board, to the owners.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Board of Director's Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

Section 14. Expenditures. Expenditures in excess of One Thousand Dollars (\$1,000.00) per item for other than necessities, such as for the maintenance, health and welfare of the Association, shall first be approved by the Board of Directors in accordance with these by-laws and then submitted to the owners for a vote of approval requiring a majority for approval.

## ARTICLE V

### OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. (In the case of an Association of one hundred owners or less the offices of Treasurer and Secretary may be filled by the same person.)

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the president of an Association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for Association Funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VI

### OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all project communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessments shall be made pro rata according to the value of the unit owned, as stipulated in the Master Deed. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "C" to the Plan of Apartment Ownership.

- (a) Liens the Association might have on any unit for any unpaid assessments other than those described in this section shall not be foreclosed upon but merely held until such unit's lien is paid off or such unit's ownership is transferred at which time the lien must be paid or the Association may foreclose upon such lien as per Code of Alabama § 35-8-17 (1975).

Section 2. Maintenance and Repair.

- (a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

- (b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the owner's expense.
- (c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

Section 3. Use of Family Units - Internal Changes and External Changes.

- (a) All units shall be used for residential purposes only.
- (b) An owner shall not make any structural modifications, alterations, or installations, within or without his unit, which would affect the structural integrity, common areas or facilities without first receiving approval from the Board of Directors.
  - (1) Procedure for requesting approval of any internal or external changes requires the requested change to be in writing, including any blueprints, drawings or other descriptions that might assist the Board or Committee in its decision making process. The information requested must be submitted to the management office. Upon receipt of the writing, the manager will date the writing as date of receipt. Manager will within seven (7) days notify the Board of Directors or committee chairman and committee chairman will then notify the full Board or Committee and the owner involved of the date of a meeting for the purpose of approving or disapproving or continuing the requested change. Board or committee shall approve, disapprove or continue. Board or committee must act within thirty (30) days of manager's receipt of request for a change. If the Board or committee fails to act within thirty (30) days, the owner may proceed with the change requested. If the Board or committee's action is to continue the Board or committee will have an additional fifteen (15) days to make a final approval or disapproval; and if the Board or committee fails to make a final approval or disapproval prior to the expiration of the additional fifteen (15) day period, then the unit owner may proceed with the proposed change.
- (c) Changes, i.e., any modifications, alterations or installations described in (b) of this section made without Board of Directors or committee approval per section (b)(1), shall be deemed disapproved and the Board of Directors or committee may require the owner to: put the unit back to its prior condition at the owner's cost and/or to pay damages as the Board or committee deems appropriate.
- (d) The Board may require the committee to submit its final disposition to the Board for approval. Board must so notify committee in writing.

Section 4. Use of Common Areas and Facilities and Restricted Common Areas and Facilities.

- (a) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other project areas and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (b) The project shall have 0 elevators, 0 devoted to the transportation of the owners and their guests and 0 for freight

service, or auxiliary purposes. Owners and tradesmen are expressly required to utilize exclusively a freight or service elevator for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevator dedicated to the transportation of owners, residents and guests.

Section 5. Right of Entry.

- (a) An owner shall grant the right of entry to the management agent or to any other person authorized by the Board of Directors or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (b) An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

Section 6. Rules of Conduct.

- (a) No resident of the project shall post any advertisements, or posters of any kind in or on the project except as authorized by the Association.
- (b) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents. Keeping domestic animals will abide by the Municipal Sanitary Regulations.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or from any of the facades of the project.
- (d) It is prohibited to dust rugs, etc., from the windows, or to clean rugs, etc., by beating on the exterior part of the project.
- (e) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas.
- (f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the Association.

ARTICLE VII

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the project as shown in the Enabling Declaration.

ARTICLE VIII

MORTGAGEES

Section 1. Notice to Association. An owner who mortgages his unit,

shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of\* the Condominium Ownership Act.

In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

SAID CHANGES in the By-Laws were proposed and accepted by the members of the Association at a Meeting held March 17, 1982 at the Crestwood Townhouses Clubhouse located at Crest Green Road, Birmingham, Alabama.

IN WITNESS WHEREOF, the said Crestwood Townhouses/Condominium Association has caused these presents to be executed this the 11<sup>th</sup> day of May, 1983.

CRESTWOOD TOWNHOUSES/CONDOMINIUM ASSOCIATION

BY: Carl T. Wieland  
Its: President

BY: Lyndy Waller  
Its: Secretary

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public, in and for said county and state, hereby certify that on this day personally appeared Carl T. Wieland, as President and Lyndy Waller, as Secretary, of Crestwood Townhouses/Condominium Association, to me known to be the persons described herein and acknowledged before me that they executed the foregoing instrument on behalf of the corporation, this 11th day of May, 1983.

James H. Anderson  
Notary Public  
My commission expires: 3/17/84

\* Identify state law establishing apartment ownership.

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON  
REAL 2335 PAGE 884  
1983 MAY 23 AM 11:52  
RECORDED  
F.S. NEED TAX HAS BEEN  
PO. ON THIS INSTRUMENT.  
O.H. Turner  
NOTARY PUBLIC

AMENDMENT TO RESOLUTION AMENDING EXHIBIT "E"  
BY-LAWS OF CRESTWOOD TOWNHOUSES/CONDOMINIUM ASSOCIATION

WHEREAS, the members of the Association, in accordance with proper amendment procedures, desire to amend the By-Laws of the Crestwood Townhouses/Condominium Association filed in the Office of the Judge of Probate of Jefferson County, Alabama, on the 30th day of October, 1981 and recorded in Real Volume 2127, Page 11; and, amended on March 17, 1982 with said amendment filed in the Office of the Judge of Probate of Jefferson County, Alabama, on the 23rd day of May, 1983 and recorded in Real Volume 2335, Page 884,

WHEREAS, the members of the Association, being not less than seventy-five (75%) percent of the entire membership of the Association, desire to amend the By-Laws of the Crestwood Townhouses/Condominium Association;

NOW THEREFORE, the By-Laws of Crestwood Townhouses/Condominium Association and the Resolution Amending Exhibit "E" By-Laws of Crestwood Townhouses/Condominium Association are amended as follows:

ARTICLE II

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 2. Majority of Owners. As used in these By-Laws the term "majority of owners" shall mean at least 51% of those owners represented either in person or proxy at a duly convened meeting to conduct the affairs of the association.

Section 3. Quorum. Except as otherwise provided in these By-Laws, all owners represented either in person or proxy at any duly convened meeting shall constitute a quorum.

ARTICLE III

ADMINISTRATION

Section 3. Annual Meetings. The annual meeting of the Association shall be held on the second Thursday evening of the month of March at 7:30 PM. The annual meeting place will be at the Clubhouse of the Association. The time and place of the annual meeting may be changed by the Board of Directors upon providing all owners notification at least sixty (60) days prior to the annual meeting. During the course of business of annual meetings, the annual elections shall take place. Each owner shall be notified by the Board of Directors at least forty-five (45) days prior to the annual meeting of the positions available for election and request nominations for those positions. The Board of Directors shall transmit to all owners a list of candidates who have consented to serve if elected at least seven (7) days prior to the annual meeting. Nominations from the floor will be accepted only for persons present who have consented to serve if elected. The available positions will be elected by a majority of owners as defined in Article II, Section 2 of these By-Laws.

Section 6. Adjourned Meetings. Shall be deleted from the By-Laws.

and replaced with the following:

Section 6. Notification. For any notification requirements of these By-Laws, except as otherwise noted, to the owners for the purpose of conducting Association business the normal mail delivery services of the United States Postal Service shall be considered sufficient unless extenuating circumstances as may occur within the Postal Service are obvious.

Section 7. Order of Business. Shall be deleted from these By-Laws.

ARTICLE IV  
BOARD OF DIRECTORS

Section 8. Organization Meeting. The newly elected Board of Directors shall convene at the next regularly scheduled meeting of the Board of Directors, at such place as shall be determined by the Board of Directors at the annual meeting and no other notice shall be necessary to the newly elected Directors.

ARTICLE VII  
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association during the annual meeting or other duly convened meeting for such purpose and no amendment shall take effect unless approved by no less than 75% of the owners represented either in person or proxy at such meeting. The Board of Directors shall present to the Association any amendments to these By-Laws in writing at least 15 days prior to the meeting of the Board of Directors in which such amendments are to be discussed and the Board of Directors must provide at least twenty (20) days notice to all owners prior to the meeting at which the amendments are to be presented for approval. The Board of Directors must also provide each owner with the proposed amendments and an explanatory summary at least twenty (20) days prior to such meeting at which the amendments will be presented for approval.

SAID CHANGES in the By-Laws were proposed and accepted by the members of the Association at a Meeting held March 12, 1987 at the Crestwood Townhouses Clubhouse located at Crest Green Road, Birmingham, Alabama.

IN WITNESS WHEREOF, the said Crestwood Townhouses/Condominium Association has caused these presents to be executed this the 4<sup>th</sup> day of May, 1987.

CRESTWOOD TOWNHOUSES/CONDOMINIUM  
ASSOCIATION

BY: Steven Krasoff  
Its: President

BY: Virginia M. Gallo  
Its: Secretary

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned authority, a Notary Public, in and for said county and state, hereby certify that on this day personally appeared Steven Krasnoff, as President and Virginia M. Gallo, as Secretary, of Crestwood Townhouses/Condominium Association, to me known to be the persons described herein and acknowledged before me that they executed the foregoing instrument on behalf of the corporation, this 4th day of May, 1987.

James Steadman  
Notary Public

My commission expires 2/28/88

850

STATE OF ALA. JEFFERSON CO  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON

MAY 21 2 38 PM '87

RECORDED & S. L. MTC. TAX  
S. L. DEED TAX HAS BEEN  
PAID ON THIS INSTRUMENT.

JAMES STEADMAN  
JUDGE OF PROBATE

LAND THE COMPANY  
JEFFERSON COUNTY ALABAMA



20110228000216780 1/3  
 Bk: LR201102 Pg: 13142  
 Jefferson County, Alabama  
 I certify this instrument filed on  
 02/28/2011 03:58:07 PM NPAMCND  
 Judge of Probate- Alan L. King

AMENDMENT TO RESOLUTION AMENDING EXHIBIT  
BY-LAWS OF CRESTWOOD TOWNHOUSES/CONDOMINIUM ASSOCIATION

WHEREAS, the members of the Association, in accordance with proper amendment procedures, desire to amend the By-Laws of the Crestwood Townhouses/Condominium Association filed in the Office of the Judge of Probate of Jefferson County, Alabama, on the 30<sup>th</sup> day of October, 1981 and recorded in Real Volume 2127, Page 11; amended on March 17, 1982 with said amendment filed in the Office of the Judge of Probate of Jefferson County, Alabama, on the 23<sup>rd</sup> day of May, 1983 and recorded in Real Volume 2335, Page 884; and further amended as indicated in the record of the Office of the Judge of Probate of Jefferson County, Alabama,

WHEREAS, the members of the Association, being not less than seventy-five (75%) percent of the entire membership of the Association, desire to amend the By-Laws of the Crestwood Townhouses/Condominium Association;

NOW THEREFORE, the By-Laws of Crestwood Townhouses/Condominium Association and the Resolution Amending Exhibit "E" By-Laws of Crestwood Townhouses/Condominium Association are amended as follows:

ARTICLE VI

OBLIGATIONS OF THE OWNERS

Section 1. Assessments. All owners are obligated to pay assessments imposed by the Association to meet all project communal expenses, which may include, but are not limited to, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The association has a lien on a unit for any assessment levied against that unit or fines imposed against its unit owner from the time the assessment or fine becomes due.

(a) The Association's lien may be foreclosed in like manner as a mortgage on real estate but the association shall give reasonable advance notice of its proposed action to the unit owner and all lien holders of record of the unit, as provided for in the Alabama Uniform Condominium Act of 1991.

(b) The Association may impose interest penalties of not more than 18% per annum on any unpaid assessments as provided for in the Alabama Uniform Condominium Act of 1991.

(c) The Association may impose charges against unit owners for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines, penalties and interest for violations of the declaration, bylaws, and rules and regulations of the association.

(d) Unit owners owing in excess of four months of unpaid assessments or any arrearage equivalent thereto may not be considered owners in good standing with the Association.

(e) The Association may after sixty (60) days notice terminate water service to units for any unpaid monthly assessments. The Association

may after ninety (90) days notice terminate water service to units for unpaid water fees and assessments. The Association may after one-hundred and eighty (180) days terminate water service to units for any unpaid special assessments. Homeowners shall have an opportunity to be heard by the Board of Directors prior to any water disconnection.

(f) The Association may impose against unit owners and levy against units all costs of collecting unpaid monthly, special and water assessments, and unpaid fines and penalties. The Association may impose against unit owners and levy against units all costs of recording and foreclosing upon liens for any unpaid monthly, special or water assessments, and fines and penalties. Costs of collection, lien filing and foreclosure may include, but are not limited to, collection agency fees, attorney's fees and costs, and court costs. Such costs shall constitute both a lien against the unit and a personal obligation of the unit owner.

(g) This section and its subsections shall apply retroactively to all unpaid monthly, special and water assessments, fines, penalties and liens which are outstanding as of the date of the adoption of this amendment. This section shall apply retroactively to both units and unit owners personally.

#### ARTICLE VII

##### AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

Section 1. By-Laws. These By-Laws may be amended by the Association during the annual meeting or other duly constituted meeting for such purpose and no amendment shall take effect unless approved by no less than two-thirds (2/3) of the owners in good standing represented either in person or proxy at such meeting. The Board of Directors shall present to the Association any amendments to these By-Laws in writing at least 1-5 days prior to the meeting of the Board of Directors in which such amendments are to be discussed and the Board of Directors must provide at least twenty (20) days notice to all owners prior to the meeting at which the amendments are to be presented for approval. The Board of Directors must also provide each owner with the proposed amendments and an explanatory summary at least twenty (20) days prior to such meeting at which the amendments will be presented for approval.

#### ARTICLE X

##### ASSOCIATION NAME AND INCORPORATION

The Board of Directors may amend the By-Laws, Enabling Declaration and/or any other document of Crestwood Townhouses / Condominium Association as is necessary in order to:

1. do business under the name Crestwood Condominium Association, Inc., and/or
2. merge with or assume the name of Crestwood Condominium Association, Inc., and/or
3. reincorporate as Crestwood Condominium Association, Inc.

The Board is, however, not authorized to adopt any portion of the existing By-Laws, Articles of Incorporation, Enabling Declaration, or Rules and Regulations of Crestwood Condominium Association, Inc., unless specifically enumerated amendments duly approved by Crestwood Townhouses / Condominium Association owners.

SAID CHANGES in the By-Laws were proposed and accepted by the members of the Association at a Meeting held February 8, 2011 at the Crestwood Townhouses Clubhouse located at Crest Green Road, Birmingham, Alabama.

IN WITNESS WHEREOF, the said Crestwood Townhouses/Condominium Association has caused these presents to be executed this the \_\_\_\_\_ day of February, 2011.

CRESTWOOD TOWNHOUSES/CONDOMINIUM ASSOCIATION

BY: [Signature]  
Johnnie Johnson, III  
Its: President

STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, Brenda Ann Johnson, a Notary Public in and for said County and State, hereby certify that Johnnie Johnson, III, whose name as President of the above named Association was signed to the foregoing By-Laws Amendments and who is known to me, acknowledged before me on this day that, being informed of the contents of said By-Laws Amendments, he executed the same voluntarily and for the Association on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE at [Signature], Alabama, on this the 20<sup>th</sup> day of February, 2011.

[Signature]  
Notary Public

My Commission Expires On: 10/13/2012

DOCUMENT PREPARED BY  
THE RYALS LAW FIRM, PC  
217 COUNTRY CLUB PARK  
SUITE 434 BIRMINGHAM, AL

20110228030218780 3/3  
Bk: LR201102 Pg: 13142  
Jefferson County, Alabama  
02/28/2011 03:58:07 PM NPAMEND  
Fee - \$27.00

Notary Fees and Taxes - \$27.00  
JCOCKRELL