

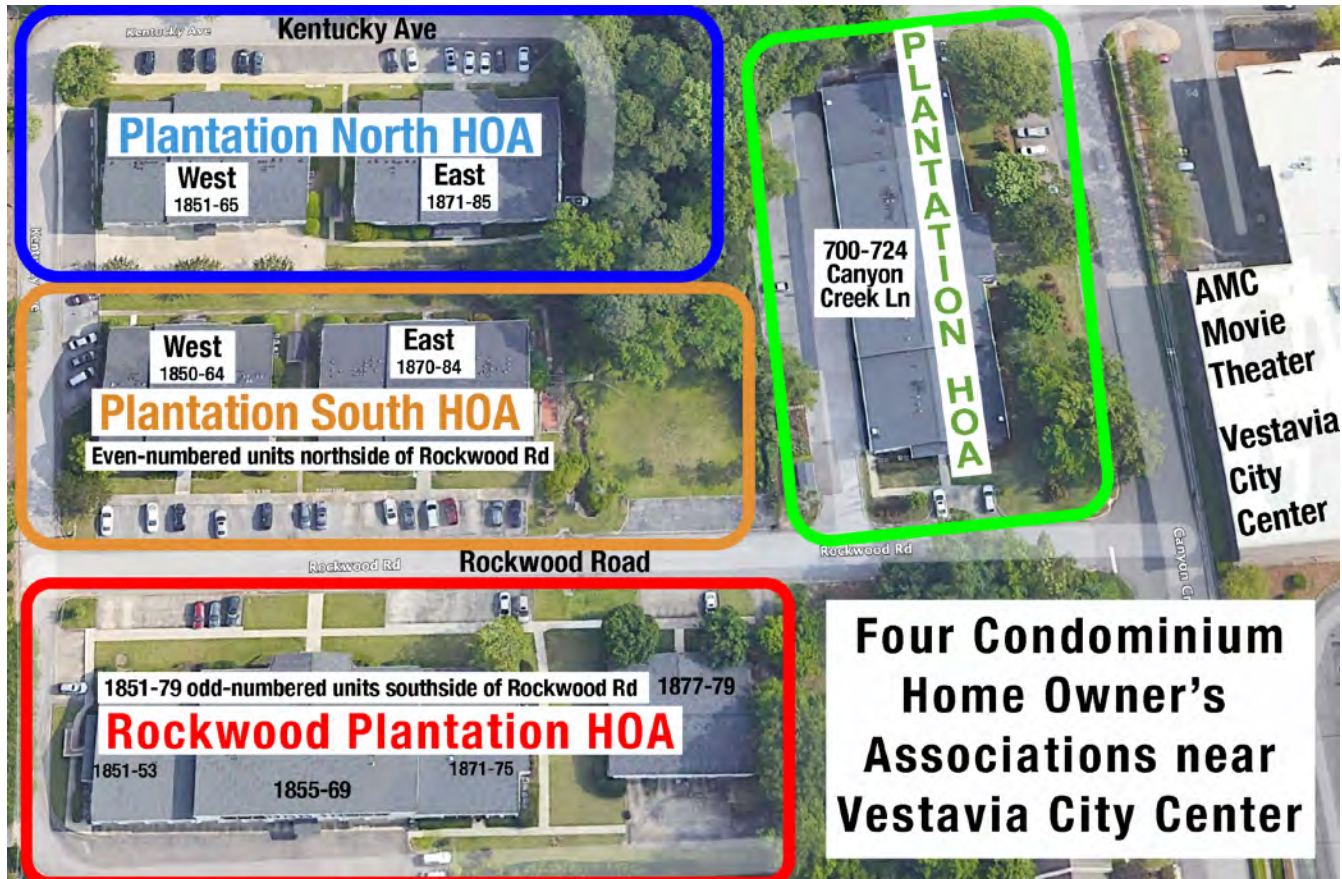
Plantation South Condominium
Home Owner's Association

By-laws, Amendments & Legal Documents

West (1850-1864) & **East** (1870-1884) Buildings on Rockwood Road

DOCUMENT	Content/Subject	Page no.
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1980 Declaration of Condominium	Initial plan for Plantation Condominium (15 pages, 29 sections)	3
Sections: 1-3 , 4 , 6 , 8 , 13 , 14 , 15 , 16 , 18 , 19 , 22-23 , 24-29	Click on Declaration section number at left	
1981 By-laws	Legal-sized-reduced (12 pgs)	19
Articles: I , II , III , IV-V , VI-VII , VIII , IX	Click on By-laws Article number at left	
1982 Amendment to by-laws	added Articles X, XI, & 2 rules	31
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Our HOA (**Plantation South**) is one of four different nearby associations:



How to use this document:

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Touch or click on any linked **blue** word, title, or page number to go directly to the document in question. Click the **Magnifying glass icon** to search for any word. There is a "**Go Back to Index**" link at the top of every page.

Rotate your phone or tablet counter-clockwise to view larger text in landscape mode.

declare

1979

THE DECLARATION OF CONDOMINIUM
OF
THE PLANTATION CONDOMINIUM

THIS DECLARATION made this _____ day of _____, 1978, by THE PLANTATION CONDOMINIUM CORPORATION, an Alabama corporation, (Owner), for itself and its respective successors, grantees, and assigns, pursuant to the Condominium Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq., for the purpose of creating a condominium and establishing certain easements, covenants and restrictions to run with the land.

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

Lots 9, 10, 11 and 12, Block One of Shades Mountain Park Subdivision, First Addition, a plat or map of which is recorded in the Office of the Probate Judge of Jefferson County, Alabama, in Map Book 16 at Page 17; minerals and mining rights excepted.

*Lots 9, 10, 11 and 12
Map of Block 1
Shades Mountain Park Sub
First Addition
Map 16 Page 17*

Subject to rights of way, easements, liens and restrictions.

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

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

1. Purpose

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

2. Name

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

3. Post Office Address

The post office address of the property is: 1850, 1852, 1854, 1856, 1858, 1860, 1862, 1864, 1870, 1872, 1874, 1876, 1878, 1880, 1882 and 1884 Canyon Creek Lane, Birmingham, Alabama 35216.

4. Development

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

5. Definitions

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

- (a) "Act" means the Condominium Act of Alabama, Code of Alabama 1975, Section 35-8-1 et seq.
- (b) "Articles of Incorporation" means the articles of incorporation of the Association, recorded in the Office of the Judge of Probate of Jefferson County, Alabama;
- (c) "Association" means The Plantation Condominium Association, Inc., an Alabama not-for-profit corporation, and its successors;
- (d) "Board" means the Board of Directors of the Association;
- (e) "Building" means the building of the Condominium;
- (f) "By-Laws" means the duly adopted By-Laws of the Association;
- (g) "Common Elements" means common areas and facilities as defined in said Act and shall include all parts of the condominium property not included within the unit boundaries as described in paragraph 6.2 hereafter, and the tangible personal property required for the maintenance and operation of the condominium;
- (h) "Common Expenses" include those as defined by the Act, together with the expense for which the Unit Owners are liable to the Association, actual or estimated, pursuant to the By-Laws, and expenses agreed upon as common expenses by the Association;
- (i) "Condominium" means Plantation South Condominium;
- (j) "Land" is the real property subject to the Declaration which is hereby submitted to the condominium form of ownership;
- (k) "Member" means a member of the Association. Membership in the Association shall be confined to those persons who hold a fee-type ownership interest in any Unit;
- (l) "Owner" means The Plantation Condominium Corporation, an Alabama corporation, and its respective successors and assigns, (subject to the provisions of Paragraph 29) but the term shall not include persons who purchase individual Units from The Plantation Condominium Corporation;
- (m) "Plans" means all drawings and specifications in the site and floor plans and other plans as recorded in the Office of the Judge of Probate of Jefferson County, Alabama, at Map Book _____, Page _____;
- (n) "Property" means and includes the land described as follows:

Lots 9, 10, 11 and 12, Block One of Shades Mountain Park Subdivision, First Addition, a plat or map of which is recorded in the Office of the Probate Judge of Jefferson County, Alabama, in Map Book 16 at Page 17; minerals and mining rights excepted.

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

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

6. Improvements and Principal Materials of Which Constructed

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

.1. Building. A building has been constructed primarily of brick and wood frame construction, on concrete footings, with concrete block and slab foundation walls, with or without basement, and with a composition shingle roof. The building is described as to number, location, type and number of rooms on the Plans. The Building is described as to type, description of units, number of units, number of stories and approximate square footage as follows:

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

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

(a) The upper boundary shall be the plane of the interior surface of the ceiling of each room of the Unit. The upper boundary of the basement area, if any, of a Unit shall be the plane of the lowermost surface of the 2 x 10 floor joists in the ceiling of said basement.

(b) The lower boundary shall be the plane of the upper surface of the floor surface of each room (or basement) of the Unit, excluding any floor coverings such as carpeting, hardwood, vinyl or asbestos tile, or other coverings.

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

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

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

An exclusive easement is granted to unit owners to have the exclusive use of the storage room designated as follows:

Unit	Storage Room
1870	1
1872	2
1874	3
1876	4
1878	5
1880	6
1882	7
1884	8

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

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

UNIT	BUILDING LOCATION	APPROXIMATE SQUARE FEET AREA
1850	1	1,308
1852	1	1,308
1854	1	1,308
1856	1	1,308

UNIT	BUILDING LOCATION	APPROXIMATE SQUARE FEET AREA
1858	1	1,308
1860	1	1,308
1862	1	1,308
1864	1	1,308
1870	2	1,730
1872	2	1,730
1874	2	1,730
1876	2	1,730
1878	2	1,730
1880	2	1,730
1882	2	1,730
1884	2	1,730

.5. Changes. The Owner reserves the right to change the interior design arrangement of all units and to alter the boundary between the units, so long as the Owner owns the units so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Owner alone, notwithstanding the procedures for amendment described in Paragraph 23 of the Declaration. However, no such change shall increase or decrease the number of units nor alter the shares in the Common Elements allocated to each Unit without amendment of this Declaration in the manner described in Paragraph 23.5 hereof.

8. Common Elements

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

(a) The Land;

(b) The foundations, columns, girders, beams, supports, interior and exterior walls, roofs, exterior stairs and stairways, entry, hallways, walks, entry porches, and outdoor lighting;

(c) Yards, parking areas, streets, walkways and landscaping;

(d) Water, sewer, gas, electricity and other utility service lines; and

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

.2. Determination of the Percentages of Ownership in Common Elements, Common Expenses and Common Profits. The Common Profits or surplus shall be distributed among, and the common expenses shall be charged to, the Unit Owners according to the percentage of the undivided interest of the Unit in the Common Elements; such percentage shall be computed by dividing one by the number of Units. Each Unit shall have a one-thirteenth undivided interest in the Common Elements.

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

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

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and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such encroachments and maintenance thereof shall exist so long as the Building shall stand.

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

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

10. Exclusive Ownership

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

11. Enforcement

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

12. Maintenance

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

1. Units

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

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

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

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

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

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- (i) To maintain, repair, and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of the other Unit Owners.
- (ii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

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

.2. Common Elements •

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

.3. Special Improvements. • Notwithstanding any provision to the contrary, the Unit Owners of a particular Building may elect to make alterations or improvements (in addition to required maintenance and repairs to be performed by the Association under Paragraph 12.1(a)(1) hereof) without the approval of seventy-five per cent (75%) of all Unit Owners (as provided for under paragraph 12.2(b) hereof) by unanimous consent of the Unit Owners of such Building, the expense of such alterations and improvements to be borne equally by the Unit Owners in such Building, or in such other percentages as they may unanimously agree.

✓ 13. Decorating

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

14. Assessments

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

✓ .1. Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus or profits, such share being the same as his percentage of ownership in the Common Elements.

.2. Interest, Application of Payments. Assessments and installments thereon, paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of eight per cent (8%) per annum from the date when due until paid. All payments shall be applied first to interest, and then to principal in the order the assessments became due.

.3. Mechanic's Liens. Each Unit Owner shall only be liable for the cost of repairs and replacements to his Unit, and for his proportionate share of the Common Expenses. In the event any mechanic's or other lien is filed which, in the opinion of the Board may constitute a lien against the Property, the Common Elements, or any Unit, the Board may cause the Association to discharge such lien, and the Association shall thereupon assess each Unit Owner or Unit Owners in the amount of their proportionate share of the Association's expense in discharging such lien, including any costs and attorney's fees incurred in connection therewith, such assessment to be secured by a lien on each Unit responsible for payment thereof in accordance with the Act, said lien to be enforced in accordance with the provisions of the Act, Declaration, and By-Laws. No Unit Owner shall be liable for the liens of other Unit Owners except as provided for by the Act and this Declaration.

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

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

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

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

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

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

.8. Subordination of Liens. Any and all liens, claims or rights of the Association in or with respect to any Unit Owner or any Unit for assessments due hereunder, or otherwise, shall be subordinate to the lien of any mortgage on any Unit recorded prior to the date of such lien, claim or right. The Association shall, upon receipt of written demand from any first mortgage lienholder, evidence the foregoing by assigning all its right, title and interest in and with respect to any and all such liens, claims or rights to such mortgagee.

15. Association

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

.1. Name. The name of the association shall be: "The Plantation South Condominium Association, Inc." (Association).

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

.3. Members.

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

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

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

.4. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors of not less than three (3) nor more than thirteen (13) directors, who shall be designated in the manner provided by the By-Laws.

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

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

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

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

Name: Stewart R. Dudley
Address: Suite 312, 2101 Magnolia Avenue, South
Birmingham, Alabama 35205

16. Insurance

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

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

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

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

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

17. Condemnation

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

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

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

18. Reconstruction or Repair After Casualty

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

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

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

(b) Building.

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

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

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

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

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

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

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

(a) Association. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of assessments against the Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(ii) Association -- Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association -- Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expense to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the board of directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.

- (iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund as their interests may appear.

19. Use Restriction

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

.1. Residences. The Property shall be used solely for residential purposes.

.2. Nuisances. No nuisances shall be allowed upon the Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

.3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

.4. Leasing. Units, *amended 1/9/2015 Rec. BK LR 2015 Pg. 6054* may be leased or rented for such terms, as the Unit Owner thereof may deem appropriate, provided however, the Association shall have the power to prescribe reasonable rules and regulations regarding the leasing and rental of such Units.

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

20. Notice of Lien or Suit

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

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

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

21. Compliance and Default

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

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

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

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

22. Covenant Against Partition

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

23. Amendment

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

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

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

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

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

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

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

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

24. Power of Attorney

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

25. Proportionate Changes in Common Expenses and Common Surplus

In the event any one or more of the Units are not rebuilt by reason of loss as a result of destruction, and therefore the number of Units is reduced, then the proportionate share of the common expenses and of the common surplus of each Unit shall be increased by adding to each remaining unit their proportionate percentages of ownership out of the percentages of ownership of the Units so reduced.

26. Termination

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

27. Rule Against Perpetuities

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

28. Interpretation

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

29. Severability

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

IN WITNESS WHEREOF, The Plantation Condominium Corporation by its President, George W. Snider, who is authorized to execute this instrument has hereunto set its signature on the day and year first above written.

THE PLANTATION CONDOMINIUM
CORPORATION

Attest:

Its Secretary

By _____
Its President

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that George W. Snider, whose name as President of The Plantation Condominium Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this the _____ day of _____, 1978.

Notary Public

My Commission expires:

BY-LAWS
OF
THE PLANTATION SOUTH CONDOMINIUM ASSOCIATION

These By-Laws of The Plantation South Condominium, a condominium, ("Condominium") are promulgated pursuant to the Alabama Condominium Ownership Act, Code of Alabama 1975, Section 35-8-1 et seq., as amended for the purposes of governing The Plantation South Condominium Association, a not-for-profit corporation, organized under the provisions of the Alabama Non-Profit Corporation Act, Section 10-3-1 et seq., as amended, as an association of members of the Condominium ("Association").

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land made subject to the Declaration of the Condominium (subject to the easements and restrictions therein set forth or reserved), and all improvements and structures now existing or hereafter placed thereon, all easements, rights or appurtenances thereto, and all personal property now or hereafter provided by Owner and intended for use in connection therewith.

All present and future owners, mortgagees, lessees and occupants of the units in the Condominium and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration of the Condominium, the Rules and Regulations and all covenants, agreements, restrictions and easements of record ("title conditions"). The acceptance of a deed or the occupancy of a unit shall constitute an agreement that these By-Laws and the title conditions, as they may be hereafter amended, are accepted and ratified, and will be complied with.

The address of the office of the Association shall be Suite 312, 2101 Magnolia Avenue, South, Birmingham, Alabama 35205.

The fiscal year of the Association shall be the calendar year.

ARTICLE I
Membership and Membership Meetings

Section 1
Qualifications

The members of the Association shall consist of all of the record owners of units of the Condominium located in the City of Vestavia Hills, Jefferson County, Alabama and established by Declaration as recorded in the Office of the Judge of Probate of Jefferson County, Alabama and appended to which Declaration as Exhibit "A" thereto is copy of these By-Laws.

Section 2
Change of Membership

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

Section 3
Voting Rights

The vote for a unit shall be cast by the owner thereof, or by his proxy designated in the manner hereinafter provided for. Each unit owner shall be entitled to one vote for each unit owned by him. The number of votes to which an owner is entitled is provided in the Declaration. Votes cast in any election of directors shall be cumulative, as provided in the Articles of Incorporation.

Section 4
Designation of Voting Representative

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, trust or other legal entity, the officer or agent thereof entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the duly authorized representative of the board of directors or other governing body of such entity and filed with the secretary of the Association. If such a certificate is not filed with the secretary of the Association for a unit owned by more than one (1) person, or by a corporation, partnership, trust or other legal entity, the membership or vote of the unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the person entitled to cast the vote for the unit. 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 effected. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

Section 5
Annual Meetings

Annual meetings of members shall be held at the office of the Association, on the first Tuesday in February of each year, at 10:00 A.M., or, if that day is a legal holiday, on the next day following that is not a legal holiday; subject, however, to the provisions of Section 14 of this Article I. The annual meeting shall be held for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

Section 6
Special Meetings

Special meetings of the members may be called by the board of directors, the president or by members of the Association holding twenty per cent (20%) of the votes entitled to be cast at meetings of the members of the Association, for the purpose of considering and acting upon any matters of interest to the Association and its membership, and taking any other action not inconsistent with these By-Laws and the Articles of Incorporation, including the adoption of resolutions declaring the desirability of any action recommended by the membership.

Section 7
Notice of Meetings

Notice of all members' meetings stating the date, time, place and object for which the meeting is called shall be mailed to each member not less than ten (10) nor more than thirty (30) days prior to the date of such meeting. Such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, postage prepaid. Notice of meetings may be waived either before or after meetings.

Section 8
Voting in Person or by Proxy

A member may vote in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid except for the particular meeting designated therein, and no proxy shall be honored unless filed with the secretary of the Association before the appointed time of the meeting.

Section 9
Quorum

At a meeting of members, a quorum shall consist of persons entitled to cast a majority of the votes of the entire membership. As used in these By-Laws the term "majority" means fifty per cent (50%) of the votes in accordance with the percentages established by the Declaration of this Condominium.

Section 10
Vote Required to Transact Business

When a quorum is present at any meeting, the holders of a majority of the voting rights present in person or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the statutes, the Declaration of Condominium, Articles of Incorporation, or the By-Laws, a different number is required, in which case the express provision shall govern and control the decision in question.

Section 11
Consents

Any action which may be taken by a vote of the members may also be taken by written consent to such action signed by the members required to take such action if such members were present and voting.

Section 12
Adjourned Meetings

If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 13
The Order of Business

The order of business at annual members' meetings and, as far as practical, at all other members' meetings shall be:

- (a) Call to order,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of notice of meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Reports of officers,
- (f) Reports of committees,
- (g) Election of Directors,
- (h) Unfinished business,
- (i) New business,
- (j) Adjournment.

Section 14
Proviso

Until the Owner has sold all of the units of the Condominium or until Owner elects to terminate its control of the Condominium, whichever shall first occur, there shall be no annual or special meeting of members of the Association unless a meeting is called by the board of directors.

ARTICLE II
Board of Directors

Section 1
Members

The board of directors of the Association shall consist of not less than three (3) nor more than thirteen (13), as shall, from time to time, be determined and fixed by the vote of a majority of the voting rights present at any annual meeting of the members. Any responsible person shall be eligible to be a director. The first board of directors named in the Articles of Incorporation of the Association shall hold office until their successors shall have been elected. Each person on the board of directors shall hold office until his successor shall be elected and qualified. The word "director" as some

times used herein shall mean a person elected to and serving on the board of directors.

Section 2 Removal

Any director may be removed for cause by the vote of the holders of a majority of the voting rights present in person or represented by written proxy at any annual or special meeting of the members of the Association at which a quorum is present.

Section 3 Vacancies

Any vacancy occurring in the board of directors, including vacancies occurring from the removal of a director, may be filled by majority vote of remaining members of the board of directors at any annual or special meeting.

Section 4 Annual Meeting

The annual meeting of the board of directors shall be held on the first Tuesday in February of each year at the office of the Association. Notice of the place and hour of each such meeting shall be given to each director at least five (5) days prior to each such meeting. Such notice may be given either in writing or by telephone.

Section 5 Special Meetings

Special meetings of the board of directors for any purpose may be called by the president or upon the written request of any two (2) directors, upon at least five (5) days notice to each director and shall be held at such place or places as may be determined by the directors, or as shall be stated in the call of meeting. Such notice may be given either in writing or by telephone.

Section 6 Waiver of Notice

Any director may waive notice of a meeting either before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

Section 7 Quorum

A quorum shall consist of the directors entitled to cast a majority of the votes of the entire board of directors. The acts of the board of directors approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the board of directors. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

Section 8 Powers and Duties

The board of directors shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided.
- (b) To administer the affairs of the Association and the Property of the Condominium.
- (c) To estimate the amount of the annual budget and to make and collect assessments against unit owners to defray the costs, expenses, and losses of the Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace, and operate the Condominium Property.

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- ✓ (f) To purchase insurance upon the Property and insurance for the protection of the Association and its members.
- (g) To reconstruct improvements after casualty and to further improve the Property.
- (h) To make and amend reasonable rules and regulations respecting the use of the Property and the operation of the Condominium ("Rules and Regulations").
- (i) To enforce by legal means the provisions of the Alabama Condominium Ownership Act, the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations for the use of the Property.
- (j) To contract for the management of the Property of the Condominium and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the board of directors or the membership of the Association.
- (k) To contract for the management or operation of portions of the common elements of the Condominium susceptible to separate management or operation, and to lease such portions.
- (l) To retain legal counsel.
- (m) To employ personnel to perform the services required for proper operation of the Condominium.
- (n) To purchase units of the Condominium.
- (o) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the members, as expressed in the resolution duly adopted at any annual or special meeting of the members.
- (p) To exercise all other powers and duties of the board of directors of an association referred to in the Alabama Condominium Ownership Act, and all powers and duties of the board of directors of a corporation organized under the Alabama Non-Profit Corporation Act, and all powers and duties of the board of directors referred to in the Declaration or these By-Laws, and any other powers and duties consistent with Alabama law.

Section 9 Compensation

No director shall be compensated for his services as such. This provision shall not prohibit a director from receiving compensation as an employee of the Association, nor preclude the contracting with a director for the management of the Condominium for which such director or directors may receive compensation.

Section 10 Managing Agent

The board of directors shall be authorized to employ the services of a manager or managing agent, who may either be a director, officer or employee of the Association, or an independent person or firm qualified to manage the Property and the affairs of the Condominium under the supervision of the board of directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the board of directors.

Section 11 Insurance

The board of directors shall obtain insurance for the Property which shall include the following: (1) fire insurance with extended coverage insuring the buildings containing the units and covering the interests of the Condominium, the board of directors and all unit owners and their mortgagees, as their interests may appear, in the amount determined by the board of directors, in accordance with the requirements set forth in the Declaration, each of which

policies shall contain standard mortgagee clauses in favor of each mortgagee of a unit, as its interest may appear; (2) public liability insurance in such amounts and with such coverages as the board of directors may determine; and (3) such other insurance as the board of directors may determine. Such insurance shall be written on the Property in the name of the Association as Trustee for the unit owners and their mortgagees in the percentages established in the Declaration. The premiums shall be common expenses. Provision for such insurance shall be without prejudice to the right of each unit owner to insure his unit for his own benefit. The shares and disposition of the proceeds of insurance shall be as set forth in the Declaration.

Section 12
Liability of the Board of Directors

The members of the board of directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the board of directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration of these By-Laws. It is intended that the members of the board of directors shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the board of directors, whether employed by the Owner or not, to contract with the Owner without fear of being charged with self-dealing. It is also intended that the liability of any unit owner arising out of any contract made by the board of directors or out of the aforesaid indemnity in favor of the members of the board of directors shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all the unit owners in the common elements.

ARTICLE III
Officers

Section 1
Election

At each annual meeting, the board of directors shall elect the following officers of the Association:

- (a) A president, who shall be a director and who shall preside over the meetings of the board of directors and of the members, and who shall be the chief executive officer of the Association.
- (b) A vice-president, who shall, in the absence or disability of the president, perform the duties and exercise the powers of the president.
- (c) A secretary, who shall keep the minutes of all meetings of the board of directors and of the members, and the minute book wherein resolutions enacted at such meetings shall be recorded, and who shall, in general, perform all the duties incident to the office of secretary.
- (d) A treasurer, who shall keep the financial records and books of the account.
- (e) Such additional officers as the board of directors shall see fit to elect.

Section 2
Powers

The respective officers shall have the general powers usually vested in such officer of the not-for-profit corporation; provided that the board of directors may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the board of directors may see fit.

Section 3
Term

Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4 Vacancies

Vacancies in any office shall be filled by the board of directors at special meetings thereof. Any officer may be removed at any time by a majority vote of the board of directors at a special meeting thereof.

Section 5 Compensation

The compensation of all officers shall be fixed by the board of directors. This provision shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium. The officers shall receive no compensation for their services, unless otherwise expressly provided in a resolution duly adopted by the board of directors.

ARTICLE IV Responsibility for Maintenance and Repair

The responsibility for maintenance and repair of the Property shall be as set forth in the Declaration.

ARTICLE V Assessments

Section 1 Accounting Records

The board of directors shall provide for the maintenance of accounting records for the Association, such records to be maintained in accordance with generally accepted accounting principles, and such records shall include all records provided for in the Alabama Condominium Ownership Act.

Section 2 Budget

The board of directors shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other expenses (as distinguished from individual mortgage payments, real estate taxes, and individual expenses for utility services billed or charged to the separate unit owners on an individual or separate basis rather than a common basis). The common expenses shall be those expenses designated by the board of directors pursuant to these By-Laws and the Declaration. The common expenses may also include such amounts as may be required for the purchase or lease by the board of directors, on behalf of the Association, of any unit which is to be sold at a foreclosure or other judicial sale. The annual budget shall also take into account the estimated net available cash income for the year, from the operation or use of the common elements. The annual budget shall provide for an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis. The annual budget shall provide for amounts required to make up for any deficit in any prior year, a general reserve for contingencies for the year, and a reserve for replacements in reasonable amounts as determined by the board of directors. To the extent that the assessments and other cash income collected from the unit owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 3 Assessments

The estimated annual budget for each fiscal year shall be approved by the board of directors, and copies thereof shall be furnished by the board to each unit owner not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget each unit owner shall pay, as

his respective monthly assessment for the common expenses one-twelfth (1/12) of his share of the common expenses for such year as shown by the annual budget. The assessment of the common expenses shall be as set forth in the Declaration. The board of directors may cause to be sent to each unit owner on or before the first day of each month a statement of the monthly assessment of such unit owner for such month, but the failure to send or to receive such monthly statement shall not relieve any unit owner of his obligation to pay his monthly assessments on or before the first day of each month. If the board of directors shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessment by abandoning or not using his unit or the common elements.

Section 4 Proration of Assessments

For the first fiscal year, the annual budget shall be as approved by the first board of directors. If such first year, or any succeeding year, shall be less than a full year, then the monthly assessment for each unit owner for the common expenses shall be proportional to the number of months and days in such period covered by such budget. Commencing with the date of closing of his unit by each unit owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his ownership interest in the common elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the board of directors.

Section 5 Annual Statements

Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the board of directors shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the board may deem desirable.

Section 6 Accounts

The board of directors shall cause to be kept a separate account record for each unit owner showing the assessments charged to and paid by such unit owner, and the status of his account from time to time. Upon ten (10) days notice to the board of directors any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner. A unit owner shall make no more than one request per month.

Section 7 Supplemental Budget and Assessments

If during the course of any year, it shall appear to the board of directors that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each unit owner, and thereupon a supplemental assessment shall be made to each unit owner for his proportionate share of such supplemental budget.

Section 8 Payment of Assessments

It shall be the duty of every unit owner to pay his proportionate share of the common expenses assessed in the manner herein provided. If any unit owner shall fail or refuse to make any such payments when due, the Association and the board of directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Alabama Condominium Ownership Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9
Records.

The board of directors shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the expenses incurred, and such records and the vouchers authorizing the payments of such expenses shall be available for examination by the unit owners at convenient hours of week days. Such payment vouchers may be approved in such manner as the board of directors may determine.

Section 10
Liens

The board of directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the board, may constitute a lien against the Property, the common elements, or any unit or private element in the Condominium, and the Association shall thereupon have a lien in such amount, together with the amount of any costs and attorneys fees incurred in connection therewith, on each unit responsible for the payment thereof in accordance with the provisions of the Alabama Condominium Ownership Act, and the board of directors shall thereupon perfect any such lien by recording an appropriate claim of lien prepared and filed for record in accordance with the provisions of said Act. Upon receipt of a written request from any mortgagee holding a mortgage upon any unit with respect to which a mechanic's or other lien is asserted, the board of directors shall promptly cause the Association to pay and discharge the same. Any and all liens, claims or rights of the Association in or with respect to any unit, or unit owner, for the discharge of any mechanic's lien or other encumbrances provided for hereunder shall be subordinate to the lien of any mortgage upon any unit recorded prior to the date of such lien, claim or right.

ARTICLE VI
Mortgages

Section 1
Notice to Board of Directors

A unit owner who mortgages his unit shall notify the secretary of the Association who shall maintain a record of such information.

Section 2
Notice of Unpaid Common Charges

The board of directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of a mortgaged unit.

Section 3
Notice of Taking or Damage

The board of directors shall promptly report to a mortgagee in writing any loss to, or taking of, the common elements exceeding ten thousand dollars (\$10,000) or damage to a unit exceeding one thousand dollars (\$1,000).

Section 4
Examination of Books

The holder of a mortgage on any unit shall have the same right to examine the books and records of the Association afforded a unit owner pursuant to Section 9 of Article V of these By-Laws.

*
ARTICLE VII
Use and Occupancy Restrictions

Section 1
Use and Occupancy Restrictions

No part of the property shall be used for other than residential use and the related common purposes for which the Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a unit owner from:

- (a) Maintaining his personal or professional library therein.
- (b) Keeping his personal business or professional records or accounts herein.
- (c) Handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 2 Use of Common Elements

The common elements shall be used only for access, ingress and egress to and from the respective units by the persons residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective units; provided, however, the parking area, and other special areas shall be used for such purposes as are approved by the board of directors. The use, maintenance and operation of the common elements shall not be obstructed, damaged or unreasonably interfered with by any unit owner. The Association and the board of directors, and their authorized employees and representatives, shall have such access to any unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the common elements, or any portion thereof.

Section 3 Nuisances

No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the board of directors cause unreasonable noise or disturbance to others.

Section 4 Maintenance and Repair

Each unit owner shall maintain his unit in good condition and in good order and repair, at his own expense, and shall maintain a minimum temperature in his unit in the winter as set forth by the board of directors, and shall not do or allow anything to be done in his unit which may increase the rate or cause the cancellation of insurance on other units or on the common elements. Each unit owner shall not display, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his unit, or paint or decorate or adorn the outside of his unit, or install outside his unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the board of directors.

Section 5 Trash

Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in administrative Rules and Regulations of the board of directors.

Section 6 Rights of Owner

Until all of the units have been sold by the Owner and occupied by the purchasers, the Owner may use and show one or more of such unsold or unoccupied units as a model apartment or sales office, and may maintain customary signs in connection therewith notwithstanding the provisions of Section 5. of this Article.

Section 7 Personal Property

Articles of personal property belonging to any unit owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles,

shall not be stored or kept in the entry walks, stairs, including stairs leading to the decks of the respective Units, or other common areas, except in such storage area as may be specifically designated for the respective unit owner by the board of directors. No clothing, rugs, sheets, blankets, or other laundry shall be hung or exposed from windows, balconies, decks or other common areas of the Property except when specifically approved by the board of directors.

Section 8 Electric Wiring

No unit owner shall overload the electric wiring in the buildings, or operate any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, other than those systems originally installed, without the prior written consent of the board of directors or managing agent.

Section 9 Boats, Campers and Inoperable Motor Vehicles

No boats, canoes, or campers shall be stored or parked on or in the common areas. All boats, canoes, and campers shall be stored and parked in the area designated by the board of directors. Motor vehicles may be parked only in the areas provided for that purpose. Any motor vehicle which breaks down or becomes inoperable in the common areas shall immediately be repaired and made operable. The board of directors shall have the authority to remove any such vehicle from the common area if such vehicle is left in an inoperable state for more than 48 hours, or if such vehicle impedes or prevents ready access to any part of the Property.

ARTICLE VIII Miscellaneous

Section 1 Seal

The seal of the Association shall be circular in form and shall contain the name of the Association and the year of its creation. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Section 2 Fiscal Year

The fiscal year of the Association shall be that period of twelve (12) months ending on the last day of December of each year.

Section 3 Bank Accounts

The board of directors may, from time to time, by resolution authorize the maintenance of one or more deposit accounts by the Association. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the board of directors.

Section 4 Notice

Whenever any notice or demand is required to be given by these By-Laws or the Declaration, any notice or demand so required shall be deemed sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his last known post office address according to the records of the Association, and such notice shall be deemed given on the day of such mailing.

Section 5 Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Articles of Incorporation, these By-Laws or the Declaration, a waiver thereof in writing, signed by

REAL 2108 PAGE 573

the person or persons entitled to said notice, whether signed before or after the time stated therein, shall be deemed equivalent thereto.

Section 6
Conflict

In the event of any conflict between the provisions of these By-Laws and the Declaration of the Condominium, the Declaration shall govern.

ARTICLE IX
Amendments

These By-Laws may be amended or modified from time to time by the vote of a majority of the board of directors, any amendment to be set forth in writing, signed by the Secretary of the board of directors and recorded in the Jefferson County Probate Office. Upon recording each such amendment shall be effective. ✓

The foregoing were adopted as the By-Laws of Plantation North Condominium Association, Inc., an Alabama not-for-profit corporation, at the first meeting of the board of directors on September 11, 1981.

Martha W. Snider
Secretary

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
REAL 2108 PAGE 562
SEP 17 4 28 PM '81
RECORDED & MTD. TAX
& S. DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.
19.00
JUDGE OF PROBATE

AMENDMENT RECORDED 8/4/82 (REAL 2223 PAGE 820)

A meeting of the Board of Directors, along with the annual meeting of the membership of the Plantation South Condominium Association met at 2:30 P.M. February 28, 1982 at 1878 Rockwood Road, Vestavia Hills, Alabama.

The following amendments and rules were adopted by a minimum of 75% of the votes cast by the membership as required by the Governing Documents to amend.

Pursuant to Article IX of the By-Laws of the Plantation South Condominium Association, said By-laws of the Association were Amended and Rules adopted by the recorded votes below:

ARTICLE X

No unit owner shall sell his or her unit to any purchaser thereof unless and until the prospective purchaser of said unit shall be first approved by the Board of Directors of the Association.

ARTICLE XI

No unit owner shall sell his or her unit to any family or family unit having any member or members thereof under the age of 21 Years, who would occupy said unit as a resident thereof. No unit purchaser shall be under the age of 50 years.

RULES

1. No cats, dogs, or other pets shall be kept or maintained in any unit of the condominium or on the premises of the Association. This rule also applies to guests of any unit owner.

2. No perishable garbage shall be placed in garbage storage bin except in a bag or other container which shall be placed in a permanent garbage container of the unit owner equipped with a tightly fitting top.

RECORDED VOTE

_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____
_____	FOR	<u> X </u>	AGAINST	_____

State of Alabama

County of Jefferson

May 14, 1982, before me, the undersigned, Notary Public in and for State, personally appeared _____, known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

In witness my hand and seal.

My commission expires _____

THE PLANTATION SOUTH CONDOMINIUM ASSOCIATION, INC.

A meeting of the Board of Directors and the general membership of the Association was held on February 10, 2009, at 1872 Rockwood Road, Vestavia Hills, Alabama. The deletion of Article X of the by-laws was adopted by not less than 75% of the votes cast by the members present or their duly designated proxies as required by the governing documents. The recorded votes are listed below.

RECORDED VOTE

<u>UNIT NUMBER & SIGNATURE</u>	<u>FOR</u>	<u>AGAINST</u>
1850 _____	<u> X </u>	_____
1852 _____	_____	_____
1854 _____	<u> X </u>	_____
1856 _____	<u> X </u>	_____
1858 _____	<u> X </u>	_____
1860 _____	<u> X </u>	_____
1862 _____	<u> X </u>	_____
1864 _____	<u> X </u>	_____
1870 _____	_____	_____
1872 _____	<u> X </u>	_____
1874 _____	<u> X </u>	_____
1876 _____	<u> X </u>	_____
1878 _____	<u> X </u>	_____
1884 _____	<u> X </u>	_____
1882 _____	<u> X </u>	_____
1880 _____	<u> X </u>	_____

Johnnie Jones, President

Florence Wilkinson, Secretary

Cynthia Lobdell Steele, Notary Public
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I certify this instrument
07/10/2015 03:27:16 PM CON
Judge of Probate- Alan L.

AMENDMENT TO DECLARATION OF CONDOMINIUM OF PLANTATION SOUTH CONDOMINIUM

Pursuant to and in accordance with Article 23 of the Declaration of Condominium of Plantation South Condominium dated February 11, 1980 and filed March 27, 1980 and recorded in Real Property Book 1896, Page 334 (the "Declaration"), and pursuant to Article 1 of the By-Laws of The Plantation South Condominium Association, Inc. (the "Association"), the following Amendment was adopted at a duly called special meeting of the Board of Directors on October 15, 2014 and approved by a majority of the members of the Plantation South Condominium Association at a duly called special meeting on November 18, 2014. The Amendment is designated as Article 19.4 of the Declaration of Condominium and shall replace in its entirety Article 19.4 as originally set forth in the Declaration of Condominium filed March 27, 1980:

ARTICLE 19.4

4. Leasing. Leasing or rental of units is prohibited. Units may not be leased or rented as of the recording date of this "Amendment 19.4" to the Declaration of Condominium of Rockwood Plantation Condominium. This Amendment shall not apply to any units that are being leased by current owners as of the recording date of this "Amendment 19.4" and the current owner(s) of any such unit being leased as of the recording date of this "Amendment 19.4" may continue to lease their unit(s) as long as they remain owner(s) of such unit(s). Upon sale or transfer of any such unit that may be leased as of the recording date of this Amendment any new owner(s) will be prohibited from leasing or renting any such unit.

All Board Members were present October 15, 2014 at the duly called special meeting held for the purpose of voting on the proposal to prohibit the leasing of the units of Rockwood Plantation Condominium Association.

Business was conducted in accordance with the By-Laws and applicable law. Proof of Notice was established pursuant to the By-Laws. A Motion was made by Bonnie Kraft, seconded by Jean Swinford, to adopt "Amendment 19.4" as set forth above.

Board Members voted unanimously in favor of the Amendment. A record of their specific votes is as follows:

BOARD VOTES IN FAVOR

Bobbie Lantrip	Unit 1870
Nancy Heilig	Unit 1876
Bonnie Kraft	Unit 1874
Jean Swinford	Unit 1878

The special meeting of the Association Members of Plantation South Condominium Association was held on November 18, 2014 for the purpose of approving the proposal for the

adoption of Amendment 19.4 as set forth above which prohibits the leasing of units of Plantation South Condominium, and which proposal was duly adopted by the Board of Directors at its special meeting on October 15, 2014.

All Association Members with the exception of Vallie Tarver and Janet Newport, who were absent, were represented at the meeting, either in person or by proxy. Proof of Notice was established, and proxies certified.

With the exception of the two members who were absent and one member who voted in opposition to the motion, all Association members voted in favor of adopting the Amendment to Article 19.4 as set forth above. A specific record of the votes follows.

ASSOCIATION VOTES IN FAVOR

Bobbie Lantrip	Unit 1870	FOR
Johnnie Jones	Unit 1872	FOR
Bonnie Kraft	Unit 1874	FOR
Nancy Heilig (Proxy Bobbie Lantrip)	Unit 1876	FOR
Jean Swinford	Unit 1878	FOR
Martha Bazemore	Unit 1880	FOR
Oren & Pat Babb (Proxy Bobbie Lantrip)	Unit 1882	FOR
Saidee Gardner	Unit 1884	FOR
Harriett Ginn	Unit 1854	FOR
Agnes Myers	Unit 1856	FOR
Betty Batson, heir, successor, or assign of Barbara Best	Unit 1860	FOR
Major & LaRue Speights	Unit 1862	FOR
Betty Gonder	Unit 1864	FOR

The following named unit owners of the condominium association expressed their disapproval of the Amendment by voting as follows to disapprove the Amendment set forth above.

ASSOCIATION VOTES IN OPPOSITION

Florence Wilkerson (Proxy Saidee Gardner)	Unit 1850	AGAINST
---	-----------	---------

The following named unit owners of the condominium association were not present at the meeting either in person or by proxy and did not vote:

ABSENT, NOT VOTING

Vallie Tarver	Unit 1852	ABSENT
Janet Newport	Unit 1858	ABSENT

The Amendment having thus been duly adopted, under and pursuant to Article 23 of the Declaration of Condominium, this Amendment 19.4 to the Declaration of Condominium of Rockwood Plantation Condominium Association, Inc. shall be forthwith filed for record in the Office of the Judge of Probate of Jefferson County, Alabama.

CERTIFICATION

We hereby certify that the foregoing Amendment 19.4 to the Declaration of Condominium of Plantation South Condominium Association, Inc. was duly adopted at a duly called meeting of the Board of Directors and approved by the members of said Association at a duly called meeting and the foregoing is a true and correct copy of said Amendment.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 9th day of July, 2015.

Bonnie B. Kraft
Secretary, Plantation South
Condominium Association

Bobby Lantrip
President, Plantation South
Condominium Association

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bobby Lantrip, whose name as President of Plantation South Condominium Association, Inc. is signed to the foregoing Certification and who is known to me, acknowledged before me on this day that, being informed of the Contents of this Amendment 19.4 to Declaration of Condominium and Certification, in her capacity as such duly authorized President, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 9th day of July, 2015.

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 2, 2019

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bonnie Kraft, whose name as Secretary of Plantation South Condominium Association, Inc. is signed to the foregoing Certification and who is known to me, acknowledged before me on this day that, being informed of the Contents of this Amendment 19.4 to Declaration of Condominium and Certification, in her capacity as such duly authorized Secretary, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 9th day of July, 2015.

20150710000696930 3/3
Bk: LR201514 Pg: 6054
Jefferson County, Alabama
07/10/2015 03:27:16 PM CONDO
Fee - \$22.00

[Signature]
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 2, 2019

Total of Fees and Taxes-\$22.00
06GENERALLY

PLANTATION SOUTH CODOMINIUM ASSOCIATION BYLAWS RULE 1

Rule 1 was modified by unanimous vote of the Board of Directors at a called meeting on January 30, 2020 as follows:

No pets can be kept or maintained in any unit of the condominium or on the premises of the Association except as follows:

A unit owner may have one dog weighing twenty pounds or less OR two caged birds OR two inside cats. All pets allowed under these exceptions must live inside the owner's unit and not on the porch or other common areas. At no time is a pet allowed to roam free on the condominium grounds or common areas. Pets can leave the units only if they are leashed or caged and accompanied by a responsible adult.

All pet waste must be immediately removed and disposed of properly by the pet handler.

A unit owner may from time to time keep a pet for a relative or friend for up to one week; however, the same restrictions apply as to resident pets.

To ensure compliance, Rule 1 (2020 version), monetary penalties payable to the HOA Association general fund are adopted as follows:

- 1. Violation first offense - \$50.00***
- 2. Violation second offense - \$75.00***
- 3. All subsequent offenses will be assessed at \$100.00***

THE PLANTATION SOUTH CONDOMINIUM, ASSOCIATION, INC.**February 3 ,2026**

The annual meeting of the general membership of the Plantation South Condominium Association, Inc was held February 3, 2026 in Ron Duer's condominium, 1884 Rockwood Road, Vestavia Hills, Alabama.

Don Wilson, Chairman of the Board, called the meeting to order. Ron Duer opened the meeting with prayer, including special prayer for Director Harriet Guinn who is recovering from a recent stroke.

Chairman, Don Wilson presented an overview of accomplishments of the past year and a vision for the coming year, encompassing recognition of the age of our buildings and the fortunate closeness and cooperation of the owners. Don Wilson welcomed new owners Buffy Berry and Sue Crye. Each member introduced themselves.

The Chairman reported that a waiver of notice of the time, place, and purpose of the meeting has been signed by each member and the Chairman ordered that said waiver be spread upon the minutes of this meeting at the end thereof.

Dyan Fentriss, recording secretary, called roll. There were 11 units represented, with 5 absences, for which 2 proxies were collected. The recording Secretary then read the minutes of the February 4, 2025 annual meeting. The Chairman motioned that the minutes be approved. The motion was seconded and unanimously adopted.

The Chairman there upon announced that the occasion for the meeting of the Association was to consider and/or act upon the following:

- A. To consider reports from officers, board members, and committees.
- B. The review or action on Unfinished business.
- C. The review or action on new business.

Pat Hawley, acting Treasurer, presented the associations financial report. She noted several items including elevator inspections and pending repair, replacement of dehumidifiers, and cleanup after basement flooding. She gave details of 2025 expenses and revenues and an estimated budget for 2026. She focused on creating contingencies for unknown events, expected expenditures such as bridge repair and creek flooding work, and building a reserve for roof replacement or other events which will certainly occur in buildings which are 40 years old. Her recommendation was to increase HOA fees \$50.00 per month to \$350.00 per month.

A motion was made and seconded to increase HOA fees to \$350.00 per month starting with our March 1, 2026 payment. The motion passed unanimously.

A discussion of the 2026 slate of nominees for the board of Directors followed. It was recommended that Don Wilson, Pat Hawley, Linda Wood, Harriet Ginn, Ron Duer remain on the board and that Buffy Berry would replace resigning director Dyan Fentriss. A motion was made and seconded to elect the 2026 slate of board members as presented. The motion was unanimously passed electing Don Wilson, Pat Hawley, Linda Wood, Harriet Ginn, Ron Duer and Buffy Berry as the 2026 Board of Directors.

Pursuant to Article IX of the Bylaws of the Association, amendments were adopted by a minimum of 75% of the votes cast by members present or their designated proxy, as required by the governing documents.

Other discussions included:

Roger Baldwin opened a discussion of the “prayer garden” adjacent to the side lot and patio. It was noted that this was a passion of David Wood, and a product of his hard work and dedication. It was generally agreed that recognition of David, possibly in the form of a plaque, be noted on next Memorial Day.

Linda Wood brought up the issue of speeding on our street and requested that we try to observe the 20 mile per hour limit and give warning, when possible, to offenders.

There was a discussion of varying requirements of the 4 associations concerning exterior painting and replacement of windows screens etc. Linda wood noted that the directors of The Plantation South Board will meet and determine specific rules for our association, and put rules in place, to govern what can be done in common areas including porches.

She also informed the group that the other associations noted enjoyment of the creek and patio areas and indicated a willingness to work with maintenance of that area.

An updated Association roster was given out and Ron Duer outlined method of securing copies of the Bylaws for those who need them.

The meeting was then adjourned.

Waste Collection Guidelines (2026)

This shed for use by Rockwood Rd residents ONLY

Trash is picked up on Tuesdays & Fridays

Tuesday is for regular trash

Friday is for regular trash AND recyclables

(Recyclables are primarily cardboard, plastic, & glass)

Please Don't:

- ..over fill plastic trash bags**
- ..bring boxes not broken down**
- ..drop leaky bags in bin**
- ..drop furniture/appliances in bin**

Please Do:

- ..use multiple bags for large amounts**
- ..secure bag drawstring tightly**
- ..place broken down boxes in bin
marked "Recyclable"**

(There's no need to put broken down boxes in trash bags)

For furniture, appliances, other items, contact:
Info on waste, vhal.org/waste-collection-recycling,
vhal.org/vestavia-hills-connect, or call 205-978-0150
recycling info, see RePowerSouth.com and bigskyenv.com