

I certify that this instrument was filed on

DEC 27 1984 2:55 P

STATE OF ALABAMA §
BALDWIN COUNTY §

AMENDMENT TO DECLARATION
OF
WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM
GULF SHORES, ALABAMA
DEDICATING OLD RIVER-PHASE I

and that no tax was collected. Recordation
Book 52
Page 89-101 *Anthony D. Dine*
Judge of Probate
D.P. \$1.00 Index \$ _____ By AD

WHEREAS, Perdido-Wind Drift Joint Venture (A Partnership) (hereinafter sometimes called "Developer" and "Grantor") did on the 29th day of May, 1984 execute the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, which Declaration is recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Misc. Book 49, Pages 1362 through 1401; and

WHEREAS, Grantor did on the 28th day of June, 1984 execute the Amendment to Declaration of Wind Drift at Perdido Key, a Condominium, Perdido Key, Alabama, dedicating Gulf-Phase I, which said Amendment is recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Misc. Book 50, Page 271, et seq.; and

WHEREAS, Developer and Grantor did on the 7th day of September, 1984 execute the Amendment to Declaration of Wind Drift at Perdido Key, a Condominium, Gulf Shores, Alabama, dedicating Gulf-Phase II, which Amendment is recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Misc. Book 50, Page 1722, et. seq.; and

WHEREAS, Grantor has completed the construction of Old River-Phase I of the Condominium; and

WHEREAS, ARTICLE FOUR AND ARTICLE TWENTY of the Declaration provided for Amendments to the Declaration to dedicate future phases for condominium use;

NOW, THEREFORE, in consideration of the premises and pursuant to the provisions of said Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, and the provisions of the Condominium Ownership Act, Title 35, Chapter 8, Code of Alabama 1975, Perdido-Wind Drift Joint Venture (A Partnership) does hereby make the following Amendment to the Declaration as to the division and uses to which said real property improvements may be put, thereby specifying that said Amendment shall constitute covenants to run with the land and shall be binding upon Grantor, its successors, assigns, and upon all subsequent owners of all or any part of said real property and improvements together with their grantees, successors, heirs, executors, administrators, designees or assigns.

I. Amendment Dedicating Old River-Phase I. Pursuant to ARTICLE FOUR AND ARTICLE TWENTY of the Declaration authorizing certain amendments dedicating future phases, the following amendments are made:

A. Wind Drift at Perdido Key, a Condominium, Old River-Phase I, is hereby dedicated to condominium use.

B. ARTICLE FOUR is amended to read as follows:

"Phased Development Plan. Gulf-Phase I, Gulf-Phase II, Old River-Phase I and future phases, if any, the impact, if any, which the completion of future

H.C.T. 5240E 059

phases would have upon Gulf-Phase I, Gulf-Phase II and Old River-Phase I; and the time period within which each phase must be completed, are provided for and described in detail in this ARTICLE FOUR.

A. Gulf-Phase I. The real property owned by Grantor, which has been submitted to the condominium form of ownership for Wind Drift at Perdido Key, a Condominium, Gulf-Phase I is more particularly described in Exhibit "A" attached hereto and entitled 'Description of Lands Comprising Gulf-Phase I. Gulf-Phase I includes a seven-story tower containing forty-two (42) units, parking areas, beachfront and pool area which said beachfront and pool area is also be used for Gulf-Phase II.

B. Gulf-Phase II. The real property owned by Grantor which has been submitted to the condominium form of ownership for Wind Drift at Perdido Key, a Condominium, Gulf-Phase II is more particularly described in Exhibit A attached hereto and entitled "Description of Lands Comprising Gulf-Phase II." Gulf-Phase II includes a seven-story tower containing forty-two (42) units, parking areas, beachfront areas as well as those parking areas, beachfront and pool areas which were dedicated for use of Gulf-Phase I by the Declaration.

C. Old River-Phase I. The real property owned by Grantor, which is hereby submitted to the condominium form of ownership for Wind Drift at Perdido Key, a Condominium, Old River-Phase I, is more particularly described in that portion of Exhibit "A-1" attached hereto and made a part hereof and entitled "Wind Drift at Perdido Key, a Condominium, Description of Lands Comprising Old River-Phase I." Old River Phase I includes a six (6) story tower containing thirty-six (36) units, parking areas, additional swimming pool, one tennis court and sixteen (16) boat slips.

D. It is the intent of this section that Gulf-Phase I, Gulf-Phase II and Old River-Phase I shall share in the ownership, maintenance, use and expenses of all of the common areas of all dedicated phases.

E. Amendments to include Future Phases. Real property owned by Grantor which may be submitted to condominium form of ownership by Amendments for future phases is more particularly described in Exhibit "A-2" entitled "Wind Drift at Perdido Key, a Condominium, Additional Old River Lands Owned by Wind Drift Joint Venture, a Partnership."

At the time of dedication of future phases by amendment, the common area contained in each future phase will be merged with the common areas in Gulf-Phase I, Gulf-Phase II and Old River-Phase I and, at that point, the owner of each unit shall be entitled to equal ownership in the common areas.

Future phases to Wind Drift at Perdido Key, a Condominium will be added to and made subject to this Declaration by the execution by the Developer alone, and joined in by the construction mortgagee or other mortgagee of record, of an Amendment or Amendments to this Declaration, which said Amendments shall be recorded in the Probate Office of Baldwin County, Alabama. Such Amendments shall have attached to it exhibits similar to those attached to this Declaration, describing the property so submitted to condominium ownership and containing such other information concerning said property and the improvements constructed, or to be constructed, thereon as is required by law. The right of the Developer to file said

REC. SEC. FILE 030

Amendment including subsequent phases shall cease and terminate as of December 31, 1999.

F. Any person or entity who shall acquire any unit in Gulf-Phase I, Gulf-Phase II or Old River-Phase I or any interest in or lien upon any such unit regardless of whether said unit shall be located in Gulf-Phase I, Gulf-Phase II, Old River-Phase I or future phases, agrees to be bound by the terms and provisions of this paragraph and any amendment to this Declaration executed by the Developer alone and joined in by construction mortgagee or other mortgagee, pursuant to this ARTICLE FOUR shall be binding and effective as written notwithstanding the fact that the undivided interest of the unit owners in the common areas will be changed thereby."

D. ARTICLE FIVE is amended as follows:

1. Paragraph A of ARTICLE FIVE, is amended to add the following additional paragraph:

"A-3. Old River Phase I Development Plan. Developer has constructed on lands fronting the Old River and more particularly described in Exhibit 'A-1'; a six-story 36-unit tower, with parking area, additional swimming pool, sixteen (16) boat slips, one (1) tennis court and manager's office and other amenities AND sharing with Gulf-Phase I and Gulf-Phase II, all common areas including swimming pool, whirlpool, parking area and beach."

2. Paragraph B of ARTICLE FIVE is amended to read as follows:

"Future Phased Developments. Developer owns additional lands between Alabama Highway 182 and the Old River which is suitable for construction of two (2) six-story towers, additional tennis courts, additional river docking area and other amenities. The lands upon which the subsequent phases of the condominium, if any, will be constructed are that as shown on Exhibit "A-2" entitled 'Wind Drift at Perdido Key, a Condominium Additional Lands Owned by Wind Drift Joint Venture, a Partnership - Old River Property.' DEVELOPER HAS CONSTRUCTED TWO ADDITIONAL TENNIS COURTS AND TWELVE (12) ADDITIONAL BOAT SLIPS ON SAID ADDITIONAL LANDS BUT SAME HAS NOT BEEN DEDICATED TO CONDOMINIUM USE. DEVELOPER DOES NOT BY THIS DECLARATION, AGREE TO CONSTRUCT ANY ADDITIONAL PHASES OF WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM AND PURCHASERS OF UNITS IN WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM GULF-PHASE I, GULF-PHASE II AND OLD RIVER-PHASE I SHOULD PURCHASE WITH THAT KNOWLEDGE. DEVELOPER DOES AGREE, HOWEVER, IF IT ELECTS TO CONSTRUCT ADDITIONAL PHASES OF WIND DRIFT AT PERDIDO KEY, A CONDOMINIUM, AND TO DEDICATE SAME TO THE CONDOMINIUM BY AMENDMENT, THAT IT WILL DO SO IN ACCORDANCE WITH A COMMON PLAN SO THAT THE OWNERS OF EACH UNIT IN EACH CONDOMINIUM PHASE WILL HAVE THE SAME PERCENTAGE OF OWNERSHIP IN ALL THE CONDOMINIUM COMMON AREAS THEN DEDICATED, HAVE EQUAL VOTE IN MATTERS RELATING TO THE CONDOMINIUM ASSOCIATION AND SHARE EQUALLY IN THE COMMON EXPENSES AND COMMON SURPLUS OF THE ASSOCIATION."

3. Paragraph C.1.a. of ARTICLE FIVE is amended to read as follows:

"a. Private Areas (elements):

(i) Private Areas (Elements) Gulf Phase I and Gulf-Phase II. The first through seventh floors of Gulf-Phase I and Gulf-Phase II contain four two-bedroom units, each of which has approximately 1,158 square feet of floor space exclusive of balconies, and two three-bedroom units each of which has approximately

REC. 5240E 001

1,376 square feet of floor space exclusive of balconies. All units contain kitchen with a self-cleaning oven and spacesaver microwave oven, dishwasher, garbage disposal and refrigerator. A laundry closet containing a washing machine and dryer opens into the foyer in each unit. Each unit has sliding glass doors opening onto the balcony. The bedroom, living room and dining room floors are covered with carpet; the kitchen and foyer floors are covered with vinyl; the bathroom floor is covered with ceramic tile; the balcony floor is concrete. All interior walls are sheetrocked.

(ii) Private Areas (Elements) Old River-Phase I. The first through sixth floors of Old River-Phase I contain four (4) two-bedroom units, each of which has approximately 1,060 square feet of floor space exclusive of balconies, and two (2) three-bedroom units, each of which has approximately 1,242 square feet of floor space exclusive of balconies. All units contain kitchen with built-in range with hood, dishwasher, garbage disposal and refrigerator. A laundry closet containing washing machine and dryer open into the foyer of each unit. Each unit has sliding glass doors opening into the balcony. The bedroom, living room and dining room floors are covered with carpet; the kitchen, foyer and bathroom floors are covered with vinyl; the balcony floor is concrete. All interior walls are sheetrocked."

4. Paragraph C.1.c. of ARTICLE FIVE is amended to read as follows:

"c. Common Areas (Elements):

(i) Common Areas (Elements) Gulf-Phase I and Gulf-Phase II. The common areas (elements) of Gulf-Phase I and Gulf-Phase II consist of all lands and structures outside of the private elements including stairwells, elevator(s), a Gulfside pool and deck area, concrete parking lot with concrete bumpers, equipment rooms, built-up roof, fire emergency equipment, planted area and landscaping, fences, access porches, beach, recreation area and driveway, all located substantially as shown on the architect's certification drawing to be filed herewith.

(ii) Common Areas (Elements) Old River-Phase I. The common areas (elements) of Old River-Phase I consist of all lands and structures outside of the private elements including stairwells, elevators, concrete parking lot with concrete bumpers, equipment room, built-up roof, fire emergency equipment, planted area and landscaping, fences, access porches, one (1) tennis court, sixteen (16) boat slips on Old River, swimming pool and manager's office. It is understood that the manager's office may continue to be used by Developer for a sales office for remaining phases of Wind Drift at Perdido Key until July 1, 1987.

Pursuant to the Declaration, ARTICLE FIVE C.1.d, the Association will purchase from the Developer a unit in Old River-Phase I to be used by the resident manager of Gulf-Phase I, Gulf-Phase II, Old River-Phase I, and subsequent Old River Phases. The purchase price of such unit will be not more than 90% of the purchase price for similar units at the time of closing. The Association may execute a mortgage to finance the purchase of the resident manager's unit in which event, mortgage payments along with taxes, insurance, sewer service fee, utilities and maintenance of the unit shall be included within the budget of the Association applicable for the time in which Gulf-Phase I, Gulf-Phase II and Old River-Phase I have been completed and dedicated.

The common elements of Wind Drift at Perdido Key include by way of example and not by way of limitation, the following:

- (1) The land on which the buildings and the other improvements are located.
- (2) All foundations, pilings, slabs, columns, girders, beams and supports.
- (3) All buildings and structures not containing private individual condominium units and, with respect to buildings containing private individual condominium units, the following: All exterior walls of such buildings extending, in the case of exterior wall bounding private individual condominium units, from the outermost planes of the wall inward to the wall's interior plane; all walls and partitions separating private individual condominium units from walkways, entranceways, corridors, stairways, elevator shaft, service area and other units; and all floors and ceilings outward of the planes of their respective interior surfaces.
- (4) Roofs, walkways, entranceways, stairs, stairways, elevator and elevator shaft.
- (5) Grounds, yards, gardens, fences, recreation and community facilities, Gulfside pool, additional swimming pool, manager's office, tennis court, boat slips, service areas, service facilities, parking spaces and areas and driveway areas.
- (6) All facilities for services and utilities that serve more than one unit, including all pipes, conduits, ducts, wires, the plumbing network, the wiring network and the sewer network, whether located within the common areas, within units or partially within each.
- (7) All other parts of the condominium property and all apparatus, facilities and installations for common use or necessary or convenient to the existence or safety of the condominium.
- (8) Purchase of Resident Manager's Unit. The Resident Manager's unit in Old River-Phase I which will be purchased by the Association pursuant to ARTICLE FIVE C.1.d. of the Declaration of Condominium.

The management of the Wind Drift Owners' Association, Inc. shall have a right of access to the private units during reasonable business hours and upon reasonable prior notice (except that there is no limitation on such access during emergencies) for the purpose of inspecting, maintaining and repairing the common elements (wiring, plumbing, sewer, and heating and cooling networks, common walls, structural members and exterior walls) located within, or adjacent to, any of the units or elsewhere in the condominium."

5. The last two sentences of ARTICLE FIVE C.2 are amended to read as follows:

"THE ONLY UNITS WHICH HAVE BEEN DEDICATED AND ARE ASSURED OF CONSTRUCTION ARE THOSE IN GULF-PHASE I, GULF-PHASE II AND OLD RIVER-PHASE I. THE DESCRIPTION AND NUMBER OF THE OTHER PHASES, IF ANY, WILL BE AS CONTAINED IN THE AMENDMENTS TO THE DECLARATION TO BE FILED AS HEREINAFTER PROVIDED."

REC. 52-46E 003

6. ARTICLE FIVE C.2.c. is amended to read as follows:

"The identification numbers of the 36 units in Old River-Phase I are as follows:

(1) First Floor: The six units on the first floor are designated from west to east as 111N, 112N, 113N, 114N, 115N and 116N.

(2) Second Floor: The six units on the second floor are designated from west to east as 211N, 212N, 213N, 214N, 215N and 216N.

(3) Third Floor: The six units on the third floor are designated from west to east as 311N, 312N, 313N, 314N, 315N and 316N.

(4) Fourth Floor: The six units on the fourth floor are designated from west to east as 411N, 412N, 413N, 414N, 415N and 416N.

(5) Fifth Floor: The six units on the fifth floor are designated from west to east as 511N, 512N, 513N, 514N, 515N and 516N.

(6) Sixth Floor: The six units on the sixth floor are designated from west to east as 611N, 612N, 613N, 614N, 615N and 616N."

7. ARTICLE FIVE C.3 is amended to read as follows:

"Site Plans, As-Built Surveys and Floor Plans.

a. Site Plans.

(i) Gulf Phase I Site Plan. The site plan for Gulf-Phase I certified to by Nichols & Associates, Architects, P.A. is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Apartment Book 8, at Page 1.

(ii) Gulf Phase I and Gulf Phase II Site Plan. The site plan for Gulf-Phase I and Gulf-Phase II certified to by Nichols & Associates, Architects P.A. is recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Apartment Book 8, at Page 246.

(iii) Old River-Phase I Site Plan. The site plan for Old River-Phase I certified to by Nichols & Associates, Architects, P.A. is marked Exhibit "B-3(a)" attached hereto and made a part hereof.

b. As-Built Surveys.

(i) Gulf-Phase I As-Built Survey. The as-built survey for Gulf-Phase I prepared by Joe E. McKinley, Alabama Register No. 12362, is recorded in Apartment Book 8, at Page 31.

(ii) Gulf-Phase II As-Built Survey. The as-built survey for Gulf-Phase II prepared by Joe E. McKinley, Alabama Register No. 12362, is recorded in Apartment Book 8, at Pages 246, et. seq.

(iii) Old River-Phase I As-Built Survey. The as-built survey for Old River-Phase I prepared by Joe E. McKinley, Alabama Register No. 12362, dated

November 13, 1984, is marked Exhibit "B-3" and is recorded on even date in Apartment Book 9, at Page 101, and referred to herein as Old River-Phase I As-Built Survey.

c. Architect's Floor Plans.

(i) Gulf Phase-I Floor Plans. The plans including floor plans of each unit in Gulf-Phase I comprising 29 pages prepared by and certified to by Watson & Nichols, Architects, P.A. is recorded in the Probate Office of Baldwin County, Alabama, in Apartment Book 8, at Pages 2 through 30, as amended as to certain units in Apartment Book 8, at Page 31.

(ii) Gulf Phase-II Floor Plans. The plans including floor plans of each unit in Gulf-Phase II comprising 34 pages prepared by and certified to by Nichols & Associates, Architects, P.A. is recorded in the Probate Office of Baldwin County, Alabama, in Apartment Book 8, at Page 246, et. seq.

(iii) Old River-Phase I Floor Plans. The plans including the floor plans of each unit in Old River-Phase I comprising 37 pages prepared by and certified to by Nichols & Associates, Architects, P.A. is recorded on even date in the Probate Office of Baldwin County, Alabama, in Apartment Book 9, at Page 102, and referred to herein as Exhibit "C-3".

8. ARTICLE FIVE C.4 is amended to read as follows:

"The Common Elements of additional Old River phases which may be built and dedicated include additional river docks, tennis courts and open space as same may be set out in amending dedicating future Old River phases.

D. ARTICLE SEVEN is amended to read as follows:

"Ownership of Common Elements.

A. Gulf-Phase I, Gulf-Phase II and Old River-Phase I. Each unit owner in Wind Drift at Perdido Key, a Condominium, Gulf-Phase I, Gulf-Phase II and Old River-Phase I shall have an undivided one/one hundred twentieth (1/120th) interest in the common elements of Wind Drift at Perdido Key, a Condominium.

B. Formula for Ownership of Common Elements for Future Phases. The owners of units in future phases shall have equal ownership of common elements with the owners of Gulf-Phase I, Gulf-Phase II and Old River-Phase I and any other phase previously dedicated by Amendments, the same to be in accordance with the following formula, to-wit:

For example: If Old River-Phase II is the fourth dedicated phase and it contains thirty-six (36) units, then the owners of units in Gulf-Phases I and II and Old River-Phases I and II shall each have a one/one hundred fifty-sixth (1/156th) interest in the common elements.

Upon filing of Amendments adding subsequent phases to the Condominium, the Amendment shall specify the ownership in the common elements which is arrived at by applying the formula contained herein. It is the intent of this provision that owners of all condominium units in Wind Drift at Perdido Key, a Condominium, which said units have been dedicated by this Declaration, or subsequent Amendments there-

to, shall have an equal ownership in the common elements, shall share equally in the common expense, common surplus and shall further have equal votes in Wind Drift Owners' Association, Inc. Each unit owner shall have a right and easement of enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title of each unit, subject to the Rules and Regulations and such restrictions as the Association may impose."

F. ARTICLE EIGHT A. is amended to read as follows:

"A. Units Subject to Declaration and Bylaws. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration and the Bylaws, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration and the Bylaws, as they may be amended from time to time, are accepted and ratified by such owner, tenant, and occupant, and all of 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. Each Gulf-Phase I owner, Gulf-Phase II owner and Old River-Phase I owner shall be entitled initially to an undivided one/one hundred twentieth (1/120th) interest in the common areas, PROVIDED, HOWEVER, upon the filing by Developer of Amendments adding subsequent phases as set out in ARTICLE FOUR herein, each Gulf-Phase I, Gulf-Phase II, Old River-Phase I and subsequent phase owners shall be entitled to an equal interest in the common areas arrived at by applying the formula contained in ARTICLE SEVEN herein. The percentage of the undivided interest in the common area 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 owner may use the common areas in accordance with the purposes for which the same are intended, without hindering or encroaching upon the lawful rights of the other owners."

F. ARTICLE NINE D.3. is amended to read as follows:

"Voting Rights. The owner of each unit shall have one (1) vote in matters arising out of ownership of common elements and operation of the Owners Association. There being forty-two (42) units in Gulf-Phase I, forty-two (42) units in Gulf-Phase II and thirty-six (36) units in Old River-Phase I of subject condominium, the total number of votes is one hundred twenty (120) votes. Upon filing of amendments adding subsequent phases to the condominium, the owners of units in future phases shall have equal votes in matters arising out of ownership of common elements and operation of the Owners Association with the owners of units of Gulf-Phase I, owners of units in Gulf-Phase II and owners of units in Old River-Phase I, all in accordance with the formula contained in ARTICLE SEVEN herein. The vote for each unit shall be cast by the owner thereof or the owner of a possessory interest therein, or in the case of a corporate owner, by an officer or employee thereof. Should the Association be a unit owner, it shall have the voting rights for that unit. Voting rights may be exercised by mortgagees of a unit pursuant to the Bylaws."

II. Upon execution and recordation of this Amendment, all applicable provisions of the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, are amended to provide for (a) an undivided one/one hundred twentieth (1/120th) interest in the common areas and elements by the owners of each unit in Gulf-Phase I,

Gulf-Phase II and Old River-Phase I; (b) a proportionate share of common expenses and surplus equal to an undivided one/one hundred twentieth (1/120th) interest by the owner of each unit in Gulf-Phase I, Gulf-Phase II and Old River-Phase I of the condominium; (c) an obligation to pay costs of maintenance and repair of common elements equal to an undivided one/one hundred twentieth (1/120th) interest for each unit owner in Gulf-Phase I, Gulf-Phase II and Old River-Phase I; and (d) membership voting rights equal to one (1) vote for each of the one hundred twenty (120) units in Gulf-Phase I, Gulf-Phase II and Old River-Phase I.

III. All other provisions of the Declaration of Condominium of Wind Drift at Perdido Key, a Condominium, Perdido Key, Alabama, recorded in the Office of Judge of Probate of Baldwin County, Alabama in Misc. Book 49 at Page 1362 et. seq., with exhibits and amended in Misc. Book 50, at Page 271 et. seq., and Amendment Dedicating Gulf Phase II recorded in Misc. Book 50 at Page 1722 et. seq., which are not herein changed, are ratified and confirmed in all aspects.

IN WITNESS WHEREOF, Grantor Perdido-Wind Drift Joint Venture, a Partnership, has caused this Amendment to be executed by its Partners, Kyser-Baird Beach Properties, Inc., a corporation, and by GSL Service Corporation, a corporation, all as of this 7th day of December, 1984.

PERDIDO-WIND DRIFT JOINT VENTURE
A Partnership
DECLARANT and GRANTOR

BY: Its Partner
KYSER-BAIRD BEACH PROPERTIES, INC.,
An Alabama Corporation

By: Jerry C. Kyser
Jerry C. Kyser
Its President

ATTEST:

Orville B. Baird
Orville B. Baird
Its Secretary-Treasurer

BY: Its Partner
GSL SERVICE CORPORATION, A Corporation

By: Eugene A. Byrd
Eugene A. Byrd
Its President

ATTEST:

W. Max Adams
W. Max Adams
Its Assistant Secretary

REC. 52456 007

STATE OF ALABAMA §
MONTGOMERY COUNTY §

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jerry C. Kyser and Orville B. Baird, whose names as President and Secretary-Treasurer of Kyser-Baird Beach Properties, Inc., an Alabama Corporation are signed to the foregoing Amendment to Declaration and who are known to me, acknowledged before me on this date, that being informed of the contents of the Amendment to Declaration, they as such officers executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 11th day of December, 1984.

[Signature]
Notary Public
My Commission Expires: 1-27-88

STATE OF ALABAMA §
~~MONTGOMERY COUNTY~~ §
JEFFERSON

I, Ann B. Smith, a Notary Public in and for said State and County, hereby certify that Eugene A. Byrd and W. Max Adams, whose names as President and Secretary-Treasurer of GSL Corporation, a Corporation are signed to the foregoing Amendment to Declaration and who are known to me, acknowledged before me on this date, that being informed of the contents of the Amendment to Declaration, they as such officers and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 7th day of December, 1984.

[Signature]
Notary Public
My Commission Expires: 9/30/86

JOINDER BY MORTGAGEE

IN WITNESS WHEREOF, GUARANITY FEDERAL SAVINGS & LOAN ASSOCIATION, a Corporation, has caused this Amendment to Declaration to be joined by it as Mortgagee, by Billy C. Austin its duly authorized President, and its corporate seal of said corporation to be hereunto affixed and attested by Raymond L. Foushee, its Secretary, this the 7th day of December, 1984.

GUARANITY FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST:

By [Signature] Its Secretary
By [Signature] Its President

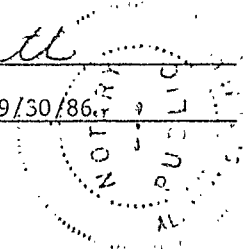
REC. 52 FEB 038

STATE OF ALABAMA §
COUNTY OF JEFFERSON §

I, Ann B. Smith, a Notary Public in and for said State and County, hereby certify that Billy C. Austin and Raymond L. Foushee, whose names as President and Secretary, respectively of GUARANTY FEDERAL SAVINGS & LOAN ASSOCIATION, a Corporation, are signed to the foregoing Amendment to Declaration joining in Amendment to Declaration as Mortgagee only, and who are known to me, acknowledged before me on this day, that being informed of the contents of this Amendment to Declaration, they, as such officers 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 7th day of December, 1984.

Ann B. Smith
Notary Public
My Commission Expires: 9/30/86



REC. 52 1986 009

EXHIBIT "A-1"
TO
AMENDMENT TO DECLARATION OF
WIND-DRIFT AT PERDIDO KEY, A CONDOMINIUM
GULF SHORES, ALABAMA
DEDICATING OLD RIVER PHASE I

Commence at a point on the West line of Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama, where said West line intersects the South right-of-way (300') of Alabama Highway 182; run thence North 77°-02'-00" East along the South right-of-way of said Highway 182 for a distance of 615.70 feet, said point being on the East line of State of Alabama property, where said right-of-way of Highway 182 changes from a 300' right-of-way to a 200' right-of-way having a road station of 78+90.75; run thence North for 51.13 feet to a concrete monument found on the South right-of-way of said Highway 182; run thence North for 205.29 feet to a concrete monument found on the North right-of-way (200') of said Highway 182; run thence North 77°-02'-00" East along said right-of-way for 410.46 feet to the Point of Beginning; run thence South 77°-02'-00" West along said right-of-way for 158 feet; run thence North 12°-58'-00" West for 245 feet; run thence North 12°-09'-57" East for 68.15 feet; run thence North 12°-58'-00" West for 104 feet, more or less, to the South margin of Old River; run thence in an Easterly direction meandering along said margin of Old River to a point that is North 00°-00'-42" East and 421 feet, more or less, from the Point of Beginning; run thence South 00°-00'-42" West for 421 feet, more or less, to the Point of Beginning. Said land being in Section 2, Township 4 South, Range 33 West, Tallahassee Meridian, Baldwin County, Alabama and containing 1.844 acres.

EXHIBIT "A-2"
TO
AMENDMENT TO DECLARATION OF
WIND-DRIFT AT PERDIDO KEY, A CONDOMINIUM
GULF SHORES, ALABAMA
DEDICATING OLD RIVER-PHASE I

WIND-DRIFT AT PERDIDO KEY, A Condominium

Additional Lands owned by Wind-Drift Joint Venture, a Partnership
(OLD RIVER LANDS)

Commencing at a point on the West line of Section 2, Township 4 South, Range 33 West, Tallahassee Meridian Baldwin County, Alabama, where said West line intersects the South right-of-way (300 foot) of Alabama Highway #182; thence N 77° 02' .00" East along the South right-of-way of said Highway #182 a distance of 615.70 feet to the point; said point being on the East line of State of Alabama property, where said right-of-way of Highway #182 changes from a 300 foot right-of-way to a 200 foot right-of-way, having a road station of 78+90.75 thence North a distance of 256.42 feet to the point of beginning of the property herein described, said point being on the North right of way of said Highway 182 thence N 77° 02' E along the said North right of way a distance of 410.46 feet to a point; thence North a distance of 421 feet more or less to a point on the South margin of Old River thence westwardly along said South margin of Old River a distance of 410.5 feet more or less to a point that bears North a distance of 417.8 feet more or less from the point of beginning; thence South along said East line of State of Alabama property a distance of 417.8 feet more or less to the Point of Beginning. LESS AND EXCEPT those lands dedicated to Old River-Phase I as more particularly described in Exhibit "A-1" herein.

REC- 50-498 2004