

WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC.

AMENDED DECLARATION OF CONDOMINIUM OF WINDWARD POINTE, A CONDOMINIUM (2022)

AMENDED ARTICLES OF INCORPORATION OF WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC. (2022)

AMENDED BYLAWS OF WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC. (2022)

This Instrument Prepared By:
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RESOLUTION

WHEREAS, the Board of Directors of Windward Pointe Condominium Association, Inc. adopted a Resolution on October 11, 2021 approving and recommending amendment to the Declaration of Condominium of Windward Pointe Condominium (Exhibit A), the Articles of Incorporation of Windward Pointe Condominium Association, Inc. (Exhibit B), and the Bylaws of Windward Pointe Condominium Association, Inc. (Exhibit C) (these documents collectively referred to as the "Amendments");

WHEREAS, a Special Meeting of Windward Pointe Condominium Association, Inc. ("Association") was called by the Board of Directors to be held on January 22, 2022 for the purpose of adoption of the Amendments as recommended by the Board of Directors;


WHEREAS, on January 22, 2022, the Special Meeting was called to order, a quorum established by the Secretary, consideration of proposed Amendments undertaken, and a vote of the Membership taken;

WHEREAS, by vote of 63 votes in favor of adoption of the Amendments and 0 votes against, the votes in favor totaling in excess of 67% of the votes eligible, the proposed Amendments were adopted by the membership;


NOW THEREFORE, be it resolved, that the Amended Declaration, the Amended Articles, and the Amended Bylaws (Exhibits A, B, and C appended hereto) are duly adopted by vote of the Membership, effective immediately, superseding all other Declaration(s), Articles, Bylaws, and/or Amendments thereto.

This resolution **ADOPTED** this 4th day of February, 2022.

**WINDWARD POINTE CONDOMINIUM
ASSOCIATION, INC.**



By: Tyler Glenn
As its: President



Julie Thompson, acting Secretary

Prepared By:
David F. Daniell
Daniell, Upton, Anderson,
Law & Busby, P.C.
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EXHIBIT A

**AMENDED DECLARATION OF CONDOMINIUM OF
WINDWARD POINTE, A CONDOMINIUM (2022)**

AMENDED
DECLARATION OF CONDOMINIUM
OF
WINDWARD POINTE, A CONDOMINIUM
(2022)

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OF
WINDWARD POINTE, A CONDOMINIUM
(2022)

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EXHIBITS

Exhibit "A"	Legal Description of Property
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Exhibit "C"	Percentage Ownership of Common Elements
Exhibit "D"	Easements and Restrictions of Record

STATE OF ALABAMA

COUNTY OF BALDWIN

**AMENDED
DECLARATION OF CONDOMINIUM
OF
WINDWARD POINTE, A CONDOMINIUM
(2022)**

The original Declaration Of Condominium of Windward Pointe, a Condominium, ("Declaration") was recorded in the records of the Judge of Probate of Baldwin County, Alabama on March 4, 1994 at Miscellaneous Book 0077, Page 1343, by Windward Pointe, Inc., an Alabama corporation, pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Ala. Code §§ 35-8A-101 to 417 (1990) (the "Act"), for the purpose of forming a condominium and establishing certain easements, covenants and restrictions to run with the land. The Declaration was amended by Instruments recorded in the records of the Judge of Probate of Baldwin County, Alabama, as Documents Numbered 1152893 and 1228115 on December 10, 2008 and April 4, 2010.

This Amendment, intended to incorporate prior amendment in a single document, and to address various issues so as to update the Declaration of Windward Pointe, a Condominium for more efficient operation of the Association, was adopted by Resolution of the Board of Directors of Windward Pointe Condominium Association, Inc. and, thereafter, submitted, approved, and adopted by the Membership at a duly called meeting of the Association by a vote in excess of 67% of the members of the Association. This document supersedes the original Declaration and all prior amendments thereto.

ARTICLE I

SUBMISSION OF PROPERTY AND DEFINED TERMS

1.01 Submission of Property. That certain real property located in Baldwin County, Alabama, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes, (the "Property" or "Condominium Property") upon which is located certain buildings and other improvements is the property dedicated to the Condominium form of ownership, known as Windward Pointe, a Condominium (the "Condominium").

Upon the recording of the original Declaration on March 4, 1994, the Property, together with the improvements thereon, was submitted in fee simple absolute, to the provisions of the Alabama Uniform Condominium Act of 1991, (Code of Alabama 1975 §§ 35-8A-101, et seq.) to be held, conveyed, encumbered, leased, rented, used, occupied, improved and in any other manner utilized, subject to the provisions of the Act and subject

to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which run with the land and are binding on all parties (including Unit Owners as hereinafter defined) having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each Unit Owner, or any interest therein, and shall inure to the benefit of and be binding upon each successor-in-interest.

1.02 Definitions. Certain terms as used in this Declaration shall be defined as follows, unless the context clearly indicates a different meaning therefor, and shall be consistent with the meanings stated in the Act:

(A) "Act" shall mean the Alabama Uniform Condominium Act of 1991, i.e., Ala. Code §§ 35-8A-101 to 417, as the same may be amended from time to time.

(B) "Association" shall mean Windward Pointe Condominium Association, Inc., a nonprofit corporation originally organized pursuant to the Alabama Nonprofit Corporation Act, Ala. Code §§ 10-3A-1 to 225.

(C) "Board of Directors" or "Board" shall mean the Board of Directors of the Association, elected pursuant to the By-laws of the Association.

(D) "By-Laws" shall mean the By-Laws of the Association, as amended, and made a part hereof for all purposes, providing for the self-government of the Condominium Property by the Association.

(E) "Common Elements or Common Areas" shall mean:

(1) all portions of the Condominium Property (other than the Private Elements) which are held or designated for use and enjoyment of the Owners and shall include the following:

(a) the Land;

(b) the foundations and footings, load bearing walls, perimetrical walls, structural slabs, columns, beams and supports;

(c) the roofs, lobbies, elevators, mechanical equipment, and storage areas designated as common (excluding a storage room located on the balconies or terraces appurtenant to a Unit), ramps, handrails, sidewalks, stairways and entrances and exits or communication ways;

(d) the compartments or installations of central services such as central air conditioning, ventilation, heating, power, light, electricity, telephone, internet, cable, gas, fire protection, security, cold and hot water, plumbing, reservoirs,

water tanks and pumps, storm drains, sewer lines, flues, trash chutes, incinerators and the like, and all similar devices and installations existing for common use, but excluding all compartments or installations of utilities and services which exist exclusively for private use in the Private Elements;

(e) the premises and facilities, if any, used for the maintenance or repair of the Property;

(f) all common recreational facilities such as any game, entertainment, meeting or assembly rooms, exercise room, tennis court, swimming pools and grounds, sun decks, yards and walkways;

(g) beach, sidewalk, boardwalk, lawn areas, landscaping, trees, curbs, roads, walkways, courtesy control houses, streets or designated routes for ingress and egress, and parking lots;

(h) all easements, rights or appurtenances affecting or relating to the use of the Condominium Property unless specifically included in any Unit;

(i) all other elements (other than Private Elements) of common usage or necessary to the existence, upkeep and safety of the Condominium Property; and

(j) furniture, appliances, equipment and any other personal property owned or leased by the Association and held for use in common by the Unit Owners.

(F) "Common Expenses" shall mean expenses arising out of the operation and ownership of the Common Elements and Limited Common Elements and shall include, but not be limited to, expenses of administration of the Common and Limited Common Elements of the Condominium Property, expenses of insurance, maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the Common Elements and Limited Common Elements and any portion of a Unit maintained by the Association; any valid charge against the Condominium Property as a whole, and any expenses declared to be Common Expenses by the provisions of the Condominium Documents, as the same may be amended, from time to time, in accordance with the provisions thereof.

(G) "Condominium Documents" shall mean this Declaration and all exhibits hereto, the By-Laws and the Articles of Incorporation of the Association, and the Plats and Plans as the same may be amended from time to time.

(H) "Declaration of Condominium" or "Declaration" shall mean this Declaration of Condominium of Windward Pointe, A Condominium, as the same may be amended from time to time.

(I) Deleted.

(J) "Land" shall mean the parcel or tract of real estate described in Exhibit "A" to this Declaration, as submitted to the provisions of the Declaration and the Act.

(K) "Limited Common Elements" or "Limited Common Areas" shall mean and include any area designated by this Declaration, including the Plats and Plans, as Limited Common Elements and the Condominium Documents including the Plans and Plats and any amendments thereto, and any areas defined in the Act as Limited Common Areas for the exclusive use of one or more, but fewer than all of the Units. The Limited Common Elements shall include, among any other property so designated, balconies or terraces, wires, conduits, bearing walls, bearing columns, or any other fixture serving only a specific Unit. Should any Limited Common Element be determined not to be a Limited Common Element under the Act, the same shall be part of the Common Elements with an exclusive easement of use appurtenant to the Private Elements to which it was originally assigned as a Limited Common Element.

(L) "Limited Common Expenses" shall mean expenses arising out of the ownership of the Limited Common Elements and shall include, but not be limited to, the expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation, and betterment of the Limited Common Elements; and expenses declared to be Limited Common Expenses by the provisions of the Condominium Documents, as the same may be amended, from time to time, in accordance with the provisions thereof.

(M) "Members" shall mean and refer to the Association's members.

(N) "Mortgage" shall mean a first lien mortgage on one (1) or more Units.

(O) "Mortgagee" shall mean a holder of a Mortgage which has given notice to the Association, that the Mortgagee is the holder of a Mortgage affecting all or any part of the Condominium Property as hereinafter provided.

(P) "Owner" or "Unit Owner" shall mean and refer to every person or entity who is a record Owner of a Unit, as reflected in the records of the Judge of Probate of Baldwin County, Alabama.

(Q) "Plan" or "Plat" shall mean the as-built Plan showing the Private Elements, the Common Elements and the Limited Common Elements of the Condominium

Property attached hereto as Exhibit "B", and made a part hereof for all purposes, as such Plan may, from time to time, be amended.

(R) "Private Elements" or "Unit" shall mean the parts of the Condominium Property as set forth in the Plans intended for the exclusive ownership and possession by an Owner. The Private Elements for Units 101 through and including 1506 are identified in a diagrammatic floor plan of the floor on which it is situated as shown on the Plan, and shall consist of the volumes or cubicles of space which lie between the lower, upper and lateral or perimetrical boundaries described as follows:

(1) Upper and lower boundaries of Units 101 through 1506: The upper and lower boundaries extended to their planer intersections with the perimetrical boundaries as follows:

(a) the upper boundary shall be the plane of the lower unfinished surface of the ceiling;

(b) the lower boundary shall be the plane of the upper surface of the concrete floor slab which serves as the Unit's floor, excluding any floor covering such as carpeting, vinyl, hardwood or ceramic tile which are all deemed to be part of the Private Elements.

(2) Perimetrical boundaries of Units 101 through 1506: The perimetrical boundaries shall be the vertical planes of the interior surfaces of the exterior windows, glass doors and entry doors, and the unfinished interior surfaces of the exterior walls and party walls, (excluding gypsum board, paint, wallpaper and recessed light fixtures) extended to their planer intersection with each other and with the upper and lower boundaries which are all deemed to be part of the Private Elements. Private Elements or Units shall include all non-structural interior partition walls located within the boundaries of the Private Elements except such part as may comprise part of the Common Elements; the decorated surfaces of all boundary walls, ceilings and floors, including wallpaper, paint, interior brick surface, gypsum board, lathe, wallboard, plaster, carpeting, flooring and other finishing materials; all immediately visible fixtures, appliances, kitchen cabinets, and water and sewage pipes located within the boundaries of the Private Elements and serving only the Private Element; the storage rooms located on the balconies or terraces appurtenant to a Unit; and the mechanical systems and installations providing electrical power, gas, water, heating and air conditioning service to the Private Element, including the individual air conditioning compressor even though such equipment may be located outside the boundaries of the Private Element, provided that no pipes, wires, conduits, ducts, flues, shafts and other facilities situated within such Private Element, and forming a part of any system serving one or more other Private Elements or the Common Elements shall be deemed to be a part of such Private Element; and, provided further, that no bearing wall

providing structural support and located within the boundaries of the Private Elements shall be deemed part of the Private Elements.

(3) Upper, lower and perimetrical boundaries of Unit 100:

(a) the upper boundary shall be the plane of the exterior surface of the roof of the building;

(b) the lower boundary shall be the plane of the lower surfaces of the slab, floor joists, piers, and pilings supporting Unit 100;

(c) the perimetrical boundaries shall be the planes of the exterior surfaces of the exterior walls, windows and doors, the exterior surfaces of the steps, porches and entrance and exit ramps bounding the building, and specifically including the individual air conditioning compressor and its pad and associated piping, tubing, wiring and conduits servicing Unit 100, even though such equipment is or may be located outside the boundaries of the Private Elements of Unit 100; and

(d) any antennae, cables, wiring, satellite or transmission dishes or communication devices extending above the roof or exterior walls, whether presently existing or erected in the future, shall be part of the Private Elements even though such equipment may be located outside the perimetrical boundaries of the Private Elements of Unit 100.

(S) "Property" or "Condominium Property" shall mean the Land and all improvements and structures erected, constructed or contained therein or thereon, including all buildings, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act under this Declaration, as amended from time to time.

(T) "Rules and Regulations" shall mean the Rules And Regulations concerning the use of Windward Pointe, A Condominium adopted from time to time by the Board of Directors of the Association which are deemed necessary for the enjoyment of the Condominium Property. No Rule or Regulation may be in conflict with the Act or the Condominium Documents.

(U) "Unit" or "Condominium Unit" shall mean the Private Elements as shown on the Plans and Plats, together with the undivided interest in the Common Elements and Limited Common Elements, if any, assigned to each Unit as herein provided.

ARTICLE II

DESCRIPTION OF IMPROVMENTS

2.01 Identification of Units. A Plat of the Land and improvements thereon and a graphic description of the improvements in which the Units are located identifying each Unit by a number so that no Unit bears the same designation as any other Unit, all in sufficient detail to identify the Common Elements, the Limited Common Elements and each Unit and their relative locations and approximate dimensions, are set forth in the Plans attached hereto as Exhibit "B", and made a part hereof for all purposes.

2.02 Balconies and Terraces. Exterior balconies and terraces, excluding the storage rooms located thereon, of Units 101 through 1506, are Limited Common Areas as designated by the Plat and Plans and this Declaration. An exterior balcony or terrace shall be deemed to be a Limited Common Element appurtenant to a Unit from which it is directly accessible. Each Unit Owner shall be entitled to an exclusive easement for the use of any exterior balcony or terrace directly accessible from such Owner's Unit, but such right shall not entitle a Unit Owner to construct or alter anything thereon, nor change any structural part thereof, the color thereof, or fasten any object to a balcony, terrace, or vertical exterior surface of the exterior walls at any location.

2.03 Storage Rooms. Some Units have storage rooms located on the exterior balcony or terrace appurtenant to the Unit. Such a storage room shall be designated a Limited Common Element for the exclusive use of the Unit from which it is directly accessible.

ARTICLE III

EASEMENTS

3.01 Easements and Restrictions. The Private Elements, Common Elements and Limited Common Elements shall be, and the same are hereby declared to be, subject to the restrictions, easements, conditions and covenants prescribed and established in the Condominium Documents governing the use of said Private Elements, Common Elements and Limited Common Elements, setting forth the obligations and responsibilities incident to ownership of each Unit and its appurtenant undivided interest in the Common Elements or Limited Common Elements. Said Private Elements, Common Elements and Limited Common Elements are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the Condominium Property, which easements and restrictions are described on Exhibit "D", attached hereto and made a part hereof for all purposes.

(A) Utility Easements. Utility easements are reserved throughout the Property, including within each Unit, as may be required for utility services (including, without limitation, water, sewer, gas, electricity, telephone, internet, and cable) in order to adequately serve the Condominium Property.

(B) Utility Equipment. There may be utility equipment located within or upon the Common Elements appurtenant to some Units. An easement is hereby reserved in favor of each Unit for the purpose of placement, maintenance, repair and replacement of said utility equipment by the Owner of the appurtenant Unit; provided that no utility equipment shall be placed or relocated in any part of the Common Elements or Limited Common Elements unless the written approval of the Association shall have first been obtained.

(C) Easements for Ingress and Egress. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement of way over all roads, access routes, parking areas, walkways, halls, stairways, elevators, and other Common Areas, in favor of all Owners for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended for the enjoyment of said Owners, subject to all restrictions in the Condominium Documents. The Limited Common Elements shall be subject to a nonexclusive easement in favor of the Association for repair, service and other uses reasonably intended or required by the Association.

(D) Easement for Use of Leased or Acquired Property. Each Unit Owner shall have a nonexclusive easement for use of any property hereafter acquired by the Association for the common benefit of the Owners by purchase, lease or otherwise, for all normal and proper purposes for which the same are reasonably intended, subject to all restrictions in the Condominium Documents and the Rules And Regulations.

(E) Easements for Encroachments. To the extent any Private Element, Common Element or Limited Common Element encroaches on any other Private Element, Common Element, or Limited Common Element, whether by reason of deviation from the Plan in the original construction, or repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Private Element, Common Element or Limited Common Element stands. A valid easement shall not relieve a Unit Owner of liability of such Unit Owner's or such Unit Owner's agent's negligence or intentional acts in cases of willful and intentional misconduct by Unit Owner or Unit Owner's agents or employees. In the event any Unit, any adjoining Unit, or any adjoining Common Element or Limited Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, any encroachment on parts of the Common Elements or Limited Common

Elements upon any Unit or of any Unit upon any of the other Private Elements, Common Elements or Limited Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

(F) Easement of Support. Each Private Element, Common Element and Limited Common Element shall have an easement of support from every other Private Element, Common Element, and Limited Common Element which provides such support.

(G) Easements Appurtenant to Units. The easements and other rights created herein for the Unit Owners shall be appurtenant to the Unit of that Owner and all conveyances of title to the Unit shall include a conveyance of the easements and rights as herein provided even though no specific reference to such easements and rights appear in such instrument. Each Unit Owner, by acceptance of a deed or instrument of conveyance to any Unit, hereby designates the Association as his lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

3.02 Ownership of Common Elements and Limited Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements and Limited Common Elements with all other Unit Owners, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements and Limited Common Elements for all purposes incident to the use and occupancy of the Owner's Unit as herein provided, without hindering or encroaching upon the lawful rights of the other Owners, which rights shall be appurtenant to and run with the Unit. The extent or amount of such ownership shall be expressed by a percentage relating to each Unit as set forth on Exhibit "C" attached hereto and made a part hereof for all purposes, and shall remain constant, unless changed in accordance with the provisions hereof or by the unanimous approval of all Owners and Mortgagees. The Owners of Units with Limited Common Elements appurtenant to such Unit as designated or described on the Plan attached hereto shall have the exclusive right to use such Limited Common Elements so designated or described unless changed by the unanimous approval of the Unit Owners affected and their respective Mortgagees. Each Owner of a Unit to which a Limited Common Element is attached shall have the right to use the Limited Common Element for all purposes incident to the use and occupancy of such Owner's Unit as herein provided without hindering or encroaching upon the lawful rights of the other Unit Owners, which rights shall be appurtenant to and run with the Units to which the Limited Common Elements are attached.

ARTICLE IV

SPECIAL RIGHTS AS TO UNIT 100

4.01 Special Rights as to Unit 100. Notwithstanding any other provision of this Declaration as to use, Unit 100 may be used by its Unit Owner for limited commercial

purpose, strictly limited to commercial and residential real estate sales, leasing, management, and marketing, subject to this Declaration, the Bylaws of the Association, and the Rules and Regulations adopted and/or enacted from time to time by the Board of Directors. The Owner of Unit 100 may alter or change the interior design and arrangement of Unit 100 upon written approval of the Board of Directors. During any period Unit 100 is used for commercial purpose, the Owner of Unit 100 shall also be granted an easement in, on, over, and through the Common Elements, for the purpose of allowing the Unit Owner, its employees, customers or lessees, to use Common Elements devoted to parking of passenger vehicles as allowed by the Declaration, the Association's By-Laws and the Rules and Regulations, for parking, access, ingress and egress to and from Unit 100. Use of other amenities, to include, but not limited to, pools, spas, beach access, and/or tennis court shall be limited to the Owner of Unit 100, and the immediate family members of the Owner of Unit 100. The Owner of Unit 100 may elect at any time to convert or change the use of Unit 100 from commercial usage to residential usage, or to abandon the commercial usage of Unit 100. If an election is made by the Owner of Unit 100 to convert the usage of Unit 100 to residential, or should commercial usage of Unit 100 be abandoned for a period of 180 days or more, the right of the Owner of Unit 100 to commercial usage of Unit 100 under this Article IV shall be terminated, and Unit 100 may not thereafter be returned to any commercial usage thereafter.

ARTICLE V

ORGANIZATION AND MANAGEMENT

5.01 Management of the Condominium Property. The operation and administration of the Common Elements and the Condominium Property shall be performed by the Association. The powers and duties of the Association shall include those set forth in the Act, the Alabama Nonprofit Corporation Act, Ala. Code §§10-3A-1 to 225, as amended, this Declaration, the Articles of Incorporation and the By-Laws, as may be amended from time to time.

5.02 Members. All record Owners of the Units shall constitute the Members of the Association. A change of membership in the Association shall be established by recording in the Probate records of Baldwin County, Alabama, a deed or other instrument of conveyance establishing record title to a Unit of the Condominium Property, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a Member of the Association. Membership of the prior Owner shall thereby be terminated at the delivery of a certified copy of such instrument of conveyance to the Association. All present and future Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules And Regulations, as the same may be amended from time to time. Votes shall be cast in the manner provided in the Articles and Bylaws

of the Association. Each Unit shall be allocated the number of vote as set forth in Exhibit "C" attached hereto.

5.03 By-Laws. The By-Laws of the Association are made a part hereof for all purposes, and may be amended from time to time as set forth therein.

ARTICLE VI

ASSESSMENTS

6.01 Liability for Assessments, Lien and Enforcement. The Association is given the authority to administer the operation and the management of the Common Elements and Condominium Property, it being recognized that the delegation of such duties to one entity is in the best interest of the Owners of all Units. To provide the funds necessary for such proper operation, the Association is hereby granted the right to make, levy, and collect assessments against the Owners of all Units to pay Common Expenses and such other expenses which the Association is authorized to incur under the provisions of this Declaration. In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium Property, the following provisions shall be effective and binding upon the Owners of all Units.

6.02 Assessments. All regular assessments for the payment of Common Expenses shall be levied annually and paid monthly by the Owners of all Units, each Owner of a Unit and each Owner's Unit shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the Common Elements and Limited Common Elements appurtenant to said Unit. The assessments for Common Expenses shall be payable over the course of the year in advance in monthly installments commencing on the date of the purchase of a Unit or in such other installments and at such times as may be determined by the Board of Directors in accordance with the Association's By-Laws.

6.03 Annual Budget. Within one hundred twenty (120) days prior to the beginning of each calendar year, the Board of Directors shall adopt a proposed annual budget for the next calendar year. Such budget shall project the amount of funds for the forthcoming year required for the proper operation, management and maintenance of the Condominium Property, including reasonable allowances for contingencies and reserves if the Board of Directors shall so provide, in accordance with the Act and this Declaration. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Within thirty (30) days of the adoption of the proposed budget by the Board of Directors, copies of the proposed budget and proposed assessments shall be transmitted to each Member, and a date set for a meeting of the Members to consider ratification of the budget not less than thirty (30)

days after mailing or delivering the budget to the Members. Unless at such meeting a majority of the Members present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget for the last year shall continue in effect until such time a new budget is ratified. Should the Board of Directors at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient for any reason including emergencies and nonpayment of any Owner's assessment, the Board of Directors shall have the authority to levy such additional assessments as it shall deem necessary in accordance with the applicable provisions of the Condominium Documents and the Act.

6.04 Omission of Assessment. The omission by the Association, before the expiration of any fiscal or calendar year, to fix the assessments for that or the next calendar year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Unit Owner from the obligation to pay assessments or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

6.05 Detailed Records. The Association shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements, Limited Common Elements and any other expenses incurred. Records and vouchers authorizing the payments involved shall be available for examination by any Member or Member's representative at hours convenient to the Board of Directors on weekdays at a location designated by the Board of Directors in Baldwin County, Alabama.

6.06 Payment of Common Expenses and Limited Common Expenses by Unit Owners. All Unit Owners shall be obligated to pay the assessment for Common Expenses and/or Limited Common Expenses adopted by the Board of Directors pursuant to the terms of this Declaration. No Unit Owner may be exempted from liability for such Unit Owner's contribution toward Common Expenses or Limited Common Expenses by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements or by abandonment of an Owner's Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses or Limited Common Expenses assessed against such Owner's Unit subsequent to a sale or other conveyance by the Owner of such Unit. A purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against such Unit up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor. Whenever any Unit may be sold or mortgaged by the Owner thereof, which sale shall be concluded only upon compliance with the other provisions of this Declaration, the Association, upon written request of the Owner or purchaser of such Unit, shall furnish to the Owner, the purchaser or any proposed Mortgagee (within the time period prescribed by the Act) a statement verifying the status of the payment of any

assessment which shall be due and payable to the Association by the Owner of such Unit and the other information required by the Act. Any purchaser or proposed Mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction and the Association shall be bound by such statement. In the event a Unit is sold or mortgaged with any assessment outstanding against the Owner of such Unit and such assessment due the Association is in default, the purchase or mortgage proceeds shall first be applied by the Purchaser or Mortgagee to the payment of any delinquent assessment or installment due the Association before application of the payment to the selling Unit Owner.

6.07 Default in Payment of Assessments. The payment of any assessment or installment thereof due the Association shall be in default if such Assessment or any installment thereof is not paid to the Association on or before the due date for such payment as determined by the Association or its By-Laws. When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the rate established by the Board of Directors of the Association not exceeding the maximum legal rate per annum until such delinquent assessment or installment and all interest due thereon has been paid in full. The Association shall have a lien against all Units for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Owner of each Unit, and such lien shall also secure interest, if any, which may be due on the amount of any delinquent assessment owing the Association. Said lien shall also secure all costs and expenses, including late penalties and reasonable attorneys' fees and court costs incurred by the Association in collecting delinquent assessments and enforcing the same upon said Unit and its appurtenant undivided interest in the Common Elements or Limited Common Elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Alabama. The lien granted to the Association shall further secure such advances for taxes and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect and preserve its lien, and the Association shall further be entitled to interest at the maximum legal rate on judgments or the rate established by the Board of Directors on any such advance made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit or who may be given or acquire a mortgage, lien, or other encumbrance thereon are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to the lien. The lien herein granted to the Association shall be effective from and after the time of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama, and no further recordation of any claim of lien for assessment under this section is required. Such lien shall include assessments which are due and payable when the action to enforce the lien is commenced, late penalties and penalties imposed by the Association for violation of any Rule or Regulation, interest, costs, reasonable attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.

6.08 Election of Remedies. Institution of a suit at law to collect payment of any delinquent assessments shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection by foreclosure of any sums remaining owing to it, nor shall proceeding by foreclosure to effect such collection be deemed to be an election precluding the institution of a suit at law to collect any sum then remaining owing to the Association. The Association shall be entitled to bid at any sale held in connection with the foreclosure of the assessment lien and may apply as a cash credit against its bid all sums secured by the lien enforced.

6.09 Assignment of Future Income. The Association may assign the right to future income, including the right to receive Common Expense assessments.

ARTICLE VII

MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY

7.01 The Association's Obligation to Repair. The Association acting through the Board of Directors shall be responsible for the maintenance, repair and replacement of the following, the costs of which shall be charged to all Unit Owners as a Common Expense:

- (A) the Common Elements;
- (B) incidental damage caused to a Unit by any work done by the Association;
- (C) portions of all Units contributing to the support of the building, the outside walls and load bearing columns, excluding, however, any components (support or otherwise) of Unit 100;
- (D) the Limited Common Elements;
- (E) this section shall not relieve a Unit Owner of liability for damage to the Common Elements or Limited Common Elements caused by the Unit Owner, the Unit Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by a Unit Owner, the Unit Owner's family, members, guests, invitees, lessees or licensees shall be a lien against the Unit, subject to a special assessment against the Unit Owner and the Owner's Unit responsible and/or liable therefore.

7.02 Each Owner's Obligation to Repair.

(A) Except for those portions of the Condominium Property which the Association is required to maintain and repair, each Owner shall, at such Owner's expense, maintain the Private Elements attributable to such Owner's Unit in good tenantable

condition and repair, and shall be responsible for the repair, maintenance and replacement, if necessary, of the following items in such Owner's Unit:

(1) fixtures and equipment in such Owner's Unit, including the refrigerator, stove and all other appliances within the Unit; drains, sinks, plumbing and plumbing fixtures, and connections within the Unit; electrical panels, wiring, outlets, and electrical fixtures within the Unit; interior doors, screening, all wall coverings including paint, wallpaper and light fixtures; and all flooring including carpeting, vinyl and ceramic tile within a Unit; and

(2) plumbing, heating, air conditioning and electrical systems serving only that Unit, including the fuse boxes, wiring, flues, and all other plumbing, electrical, gas or mechanical systems.

(3) the Owner of Unit 100 shall, in addition to the above, be responsible for maintenance and repair of all portions and/or components of Unit 100 as Private Elements.

(4) In the event a building component or system or a portion thereof is located within another Unit or requires access to another Unit for repair, maintenance or replacement, the repair, maintenance or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an assessment against the Unit Owner and the Owner's Unit responsible therefor.

(B) Each Unit Owner agrees as follows:

(1) to perform all repairs and replacements to the Owner's Unit described in subparagraph (A) of this Section;

(2) to pay all utilities as herein provided and all taxes levied against the Owner's Unit;

(3) not to make or cause to be made repairs to any plumbing, heating, ventilation or air conditioning system located outside the Owner's Unit, but required to be maintained by such Unit Owner elsewhere herein except by licensed plumbers or electricians authorized to do such work by the Association or its delegate;

(4) not to make any addition or alteration to such Unit Owner's Unit or to the Common Elements or Limited Common Elements or to do any act which would impair the structural soundness, safety or overall design scheme of any part of the Condominium Property, or which would impair any easement or right of a Unit Owner without the prior written consent of the Association and all Unit Owners affected thereby;

(5) not to make any alteration, addition, improvement, decoration, repair, replacement or change to the Common Elements, Limited Common Elements, or to any outside or exterior portion of a Unit, excluding any alteration or addition made pursuant to the procedure described in subparagraph (4) above and including, but not limited to, altering in any way exterior doors, windows, or the exterior faces of the exterior doors or windows, affixing outside shutters to windows or painting any part of the exterior of an Owner's Unit, without the prior written consent of the Association; provided that if such consent is granted, the Unit Owner shall use only a contractor approved by the Association, who shall comply with all Rules And Regulations with respect to the work which may be adopted by the Association and the Unit shall be liable for all damages to another Unit or to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise; and

(6) to promptly report to the Association any defects or needed repairs for which the Association is responsible.

(C) The Association shall be obligated to answer any request by a Unit Owner for any required approval of a proposed addition, alteration or improvement (by painting or otherwise) within forty-five (45) days after such request, but its failure to do so within the stipulated time shall not constitute the consent of the Association to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Association, without, however, incurring any liability on the part of the Board of Directors or any one (1) of them or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this section shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only.

7.03 Alterations, Additions and Improvements by the Association. Except in the case of loss or damage to the Common Elements or Limited Common Elements as contemplated by Article X of this Declaration, the Association shall not make any material structural alterations, capital additions or capital improvements to the Common Elements or Limited Common Elements (other than for the purpose of replacing, restoring or rehabilitating portions of the Common Elements or Limited Common Elements which is in accordance with this Declaration and which does not require an expenditure of more than Two Hundred Fifty Thousand And No/100 (\$250,000.00) Dollars, exclusive of any funds applied from the reserves maintained hereunder) unless the same is authorized by the Board of Directors and ratified by the affirmative vote of the voting Members casting not less than sixty percent (60%) of the total votes of the Members of the Association present at any regular or special meeting of the Members called for that purpose at which a quorum

is present and approved by a majority of the Mortgagees eligible to vote therefor. The cost of the foregoing shall be assessed against the Owners of Units as provided herein except as otherwise provided in this section. Where alterations or additions are exclusively or substantially exclusively for the benefit of the Unit Owner requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively, or substantially exclusively, benefitting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors. Where such alterations or additions exclusively, or substantially exclusively, benefit a Unit Owner requesting the same, said alterations and additions shall be made only when authorized by the Board of Directors and ratified by not less than sixty percent (60%) of the total votes of the Members exclusively, or substantially exclusively, benefitting therefrom. Alterations, improvements or repairs of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Members.

7.04 Utilities. Each Unit Owner shall be required to pay all charges for utilities, including but not limited to electricity, gas, cable, internet, and telephone service, used or consumed in an Owner's Unit. The utilities serving the Common Elements only shall be separately metered and paid by the Association as a Common Expense. The Association shall have the authority to pay the cost of the utilities used or consumed in the Units and have the costs thereof apportioned among the Units based upon use of the utility or any other formula the Association may deem appropriate.

ARTICLE VIII

RESTRICTIONS ON USE OF UNITS COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.01 Rules and Regulations of the Association. The Association is authorized to promulgate, amend and enforce Rules and Regulations concerning the operation and use of the Condominium provided that such Rules and Regulations which are not contrary to or inconsistent with the Act and the Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time they become effective. All present and future Unit Owners, tenants, occupants, or person who use any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by a person shall constitute such person's agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and 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 in full in each and every deed of conveyance or lease thereof. The Association may promulgate

enforcement provisions for violation of any Rule or Regulation by an Owner, an Owner's family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

8.02 Restrictions on Use. The use of the Condominium Property is subject to the following restrictions:

(A) Each Unit is hereby restricted to residential use, with the exception of Unit 100 which may be utilized for certain other specific usage is pursuant to Section 4.06.

(B) All parking spaces shall be used exclusively for the parking of passenger automobiles. The number of passenger vehicles permitted to park on the premises may be restricted by total number or by allocation per Unit, and such vehicles may be required to have an Owner's sticker or a guest registration pass as may be determined by the Board of Directors from time to time. There shall be no reserved parking spaces except for handicapped spaces, or as may be otherwise determined from time to time by the Board of Directors.

(C) There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements (except balconies and terraces), nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements in any other way be altered without the prior written consent of the Association.

(D) No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Elements or Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed.

(E) No Owner shall permit anything to be done or kept in an Owner's Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(F) No sign of any kind shall be displayed to the public view on or from any part of the Condominium Property, without the prior written consent of the Board of Directors. Unit 100, during commercial usage, may display tasteful signage for the purpose of advertising commercial activities permitted herein, subject to approval in writing of the Board of Directors.

(G) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which, in the sole judgment of the Board of Directors, may be or become an unreasonable annoyance or nuisance to the other Owners.

(H) No Owner shall cause or permit anything to be placed on the outside walls of any Unit, and no sign, awning, canopy, window air conditioning unit, shutter, or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior written consent of the Board of Directors.

(I) No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

8.03 Right of Access. Each Unit Owner grants a right of access to such Owner's Unit to the Association, and to any other person authorized by the Association for the purpose of making inspections and for the purpose of correcting any condition originating in an Owner's Unit and threatening other Units, Common Elements or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements within an Owner's Unit, if any, or to correct any condition which violates the provisions of any Mortgage covering another Unit, or to enforce any provision of the Condominium Documents, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate whether the Unit Owner is present at the time or not. To the extent damage is inflicted on the Common Elements, Limited Common Elements or to any Unit through which access is taken, the Unit Owner or the Association, if it causes the same, shall be liable for the prompt repair thereof.

8.04 Limitation of Liability. The Association shall not be liable for any failure of water or power supply, telephone, security, fire protection or other service to be obtained by the Association or paid for out of the Common Expense funds or problems resulting from the operation or lack of operation of sewer lines servicing the Condominium Property, or for injury or damage to a person or property caused by the natural elements or resulting from electricity, water, snow or ice which may leak or flow from any portion of the Common Elements, Limited Common Elements or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to the Owner of any Unit for the loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements or Limited Common Elements. No diminution or abatement of the Common Expense assessments, as herein elsewhere provided, shall be claimed or allowed

for any reason, except by action taken by the Board of Directors of the Association in accordance with the By-Laws.

8.05 Abatement of Violations. The violation of any Rule or Regulation adopted by the Board of Directors or breach of the provisions of the Condominium Documents, shall give the Association, or any Unit Owner the right, in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. All expenses of such actions or proceedings against a defaulting Unit Owner, including court costs, attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same upon the Unit of such defaulting Owner, upon all of such defaulting Owner's additions and improvements thereto and a security interest under the Alabama Uniform Commercial Code upon all of such defaulting Owner's personal property in such defaulting Owner's Unit or located elsewhere on the Condominium Property. Nothing herein contained shall prevent any Unit Owner from maintaining an action or proceeding against the Association and the expense of any action to remedy a default of the Association shall be a Common Expense if a court of competent jurisdiction finds the Association to be in default as alleged in such action or proceeding.

8.06 Failure of the Association to Insist on Strict Performance: No Waiver. Failure of the Association to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment from the future performance of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of any assessment from a Unit Owner with knowledge of the breach of any covenant hereof shall not be deemed to be a waiver of such breach and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors of the Association.

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01 Notification of Mortgagees Required. Any Mortgagee shall, upon written request, have the right to be given written notification by the Association of (a) any ninety (90) day default by the Owner of the Unit covered by the Mortgage in the payment of assessments, or of any delinquent financial obligation; (b) any loss to or taking of the Common Elements or Limited Common Elements if such loss or taking exceeds One Million And No/100 (\$1,000,000.00) Dollars; (c) damage to a Unit covered by the

Mortgage if the amount of such damage exceeds One Hundred Thousand And No/100 (\$100,000.00) Dollars; (d) any condemnation of all or a portion of the Condominium Property; (e) a lapse or cancellation of any property insurance policy maintained by the Association; or (f) any proposed action which requires the consent of a specified percentage of Mortgagees.

9.02 Right of Inspection. A Mortgagee shall have the right to examine the books and records of the Association or the Condominium Property, and upon written request, to receive annual reports and other financial data of the Association.

9.03 Required Reserve Funds and Working capital Fund. Assessments levied, as determined by the Board of Directors, shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements and Limited Common Elements that must be replaced or repaired on a periodic basis, and may be payable in regular installments rather than by special assessments. A working capital fund shall be established for each Unit Owner purchasing a Unit.

9.04 Priority of Mortgages.

(A) Any lien which is or may be created hereunder upon any Unit, including, but not limited to, the lien created for assessments herein and the right to foreclose the same is and shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any Mortgage upon such interest made in good faith and for value and recorded prior to the creation of the lien hereunder, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to this Declaration on the interest of the purchaser as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date of such foreclosure sale, said lien, if any, shall be claimed and shall have the same effect and be enforced in the same manner provided herein. Notwithstanding the above, the lien created pursuant to this Declaration is prior to any Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien.

(B) No provision of this Declaration, the Articles, the By-Laws or the Rules and Regulations shall be construed to grant to any Unit Owner, or to any other party any priority over any rights of a Mortgagee of a Unit in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses or a taking of a Unit or Common Elements, Limited Common Elements, or any portion thereof.

(C) As provided in the Act, all assessments, property taxes and other charges imposed by any taxing authority which may become liens prior to a mortgage, shall be separately assessed against and collected on each Unit as a single parcel, and not on the Condominium as a whole.

(D) No breach of the covenants, conditions or restrictions herein contained shall defeat or render invalid the lien of a Mortgagee made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or otherwise.

9.05 Request for Protection by Mortgagees. Whenever a Mortgagee desires the benefit of the provisions of this Article to be applicable to such Mortgagee, the Mortgagee shall serve written notice of such fact upon the Association, by registered or certified mail, addressed to the Association mailed to the Association's registered address, identifying the Unit upon which it holds a Mortgage or identifying any Units owned by it, together with sufficient pertinent facts to identify any Mortgage which may be held by the Mortgagee. Said notice shall designate the place to which the notices are to be given by the Association to such Mortgagee.

ARTICLE X

CASUALTY LOSS AND INSURANCE

10.01 Responsibility of Owners; Separate Insurance Coverage.

(A) The Owner of a Unit may, at the Unit Owner's expense, obtain insurance coverage for loss of or damage to the Private Elements, any furniture, furnishings, personal effects, and other property belonging to such Owner, and may, at the Unit Owner's expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements. Risk of loss of or damage to any furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored in any Unit, or in or upon Common Elements or Limited Common Elements, shall be borne by the Owner of a Unit. All furniture, furnishings and personal property constituting a portion of the Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as shall be maintained in force and effect by the Association as hereinafter provided. Each Owner shall be required to notify the Association of all improvements made by the Owner to the Owner's Unit, the value of which is in excess of Twenty-Five Thousand And No/100 (\$25,000.00) Dollars. All insurance obtained by an Owner of a Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Unit Owners, the Association, and their respective servants, agents, and employees.

(B) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance. In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage

maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium Property by reason of proration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article.

10.02 Insurance to be Maintained by the Association.

(A) Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other Condominium projects similar in construction, design, location and use, insuring the Condominium Property against loss or damage by the perils of fire, lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements. The Board shall also, to the extent obtainable, insure the insurable portions of the improvements included in the Condominium Property against the perils of flood under the National Flood Insurance Program. The amount of insurance coverage, to the extent reasonably available, shall be determined on a replacement cost basis in an amount not less than one hundred percent (100%) of the then current replacement cost of the improvements, including fixtures, equipment and other personal property inside the Units in the Condominium Property (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the individual Owners (without naming them) in the proportionate shares equal to their respective percentage ownership of the Common Elements and Limited Common Elements. Periodically, prior to the renewal of any such policy or policies of insurance, the Association shall obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, the Limited Common Elements and the Units for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of this Article and shall (i) contain standard mortgagee loss payable clause endorsement in favor of the mortgagee(s) of each Unit, if any, as their respective interests may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of a Unit Owner.

(B) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a comprehensive policy or policies of public liability and property damage insurance in such amount, but not less than One Million (\$1,000,000.00) Dollars, and in such form as shall be required by the Association to protect said Association and the Owners of all Units, which shall provide coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements and

Limited Common Elements and for legal liability resulting from employment contracts to which the Association is a party, and for claims against the officers and members of the Board of Directors for claims arising out of the negligent performance of their duties.

(C) Worker's Compensation Insurance. The Association shall obtain and maintain at all times a policy or policies of worker's compensation insurance if required to meet the requirements of the laws of the State of Alabama.

(D) Fidelity Bonds. The Association shall obtain and maintain fidelity bonds for any person who either handles or is responsible for funds held or administered by the Association naming the Association as the obligee. The amount of the fidelity bond should cover the maximum funds that will be in the custody of the Association, but not less than the sum of three (3) months' assessments on all Units, plus the reserve funds of the Association, if any.

(E) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

10.03 Governing Provisions. All insurance obtained and maintained by the Association as provided above shall be governed by the following provisions:

(A) To the extent reasonably available, all policies shall (i) comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage corporation and the Federal National Mortgage Association as they shall apply to Condominium loans; and (ii) be written with a company licensed to do business in the state of Alabama and holding a financial rating of "A" or better by Best's Insurance Reports or other then comparable rating. To the extent that the provisions of this Declaration with respect to the maintenance of insurance shall conflict with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, then the requirements of the Federal Home Loan Mortgage corporation and the Federal National Mortgage Association shall control and such requirements shall be complied with by the Association.

(B) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium Property on behalf of the Association, Unit Owners and Mortgagees shall be vested in the Association.

(C) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the Unit Owners or their Mortgagees.

(D) The Association shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Association, the Board of Directors, or the Unit Owners;

(2) An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without thirty (30) days prior written notice to the Association, and if requested in writing by a Mortgagee, to the Mortgagee of a Unit;

(3) The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

(4) No act or omission by any Unit Owner, unless acting within the scope of Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

10.04 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against that Owner.

10.05 Insurance Trustee. The Association may engage the services of a bank or trust company authorized to do trust business in the state of Alabama and having a capital surplus of not less than Fifty Million (\$50,000,000.00) Dollars to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. In the event the lowest of two (2) bids from reputable contractors for making all repairs required by any such loss shall exceed Fifty Thousand And No/100 (\$50,000.00) Dollars, the Association upon written demand of the Mortgagee of any Unit shall engage the services of a bank or trust company to act as Insurance Trustee as aforesaid. The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make a distribution of insurance proceeds to Owners of Units and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Owner of each Unit, the name of the Mortgagee who may hold a Mortgage encumbering a Unit, and the

respective percentages of any distribution which may be required to be made to the Owner of any Unit, and the Unit Owner's respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of all or a portion of the Condominium Property. The rights of the Mortgagee of any Unit under any standard mortgagee clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged Condominium Property; provided, however, that if the Association or the Insurance Trustee fails to perform all the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the Mortgagee or Mortgagees are required to avail themselves of their rights under the standard mortgagee clause to collect the proceeds of the policy or policies of insurance, any amount so collected through the efforts of said Mortgagee or Mortgagees shall be applied as directed by said Mortgagee or Mortgagees. No provision hereof shall entitle a Unit Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to such Unit.

10.06 Loss to Common Elements Only. In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and Unit Owner's respective Mortgagee, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the Owner of each Unit and Unit Owner's Mortgagee shall bear the same ratio to the total excess insurance proceeds as the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit sufficient funds with the Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be so paid, or deposited by the Association with the Insurance Trustee, may be paid by the Association out of its reserve or replacement fund and if the amount in such reserve or replacement fund is not sufficient, or if the Board of Directors determines not to use such fund for said purpose, then the Association shall levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

10.07 Loss to Common Elements, Limited Common Elements and/or Private Elements. In the event of loss of or damage to Common Elements, Limited Common Elements and/or any Private Element of any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the Common Elements, then to the repair, replacement or reconstruction of the Private Elements and the Limited Common Elements sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under this Article. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the Common Elements, the Limited Common Elements and the Private Elements of Units sustaining any loss or damage. If the proceeds of said fire and casualty insurance, if any, are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the Common Elements, but are not sufficient to repair, replace or reconstruct any loss of or damage to the Limited Common Elements or the Private Elements of Units sustaining damage, then the Association shall levy and collect an assessment from the respective Owners of the Private Elements and/or the Owners to whom Limited Common Elements have been allocated which sustained any loss or damage, and the assessment so collected from said Owner shall be deposited with the Insurance Trustee, if any, so that the sum shall be on deposit for the repair, replacement or reconstruction of all Common Elements, Limited Common Elements, if any, and Private Elements of Units. In said latter event, the assessment to be levied and collected from the Owner of each Private Element sustaining loss or damage shall be apportioned between such Owners in such manner that the assessment levied against each Owner of a Private Element shall bear the same proportion to the total assessment levied against all of said Owners of Units sustaining loss or damage as the cost of repair, replacement or reconstruction of each Owner's Private Element bears to the cost applicable to all of said Private Elements sustaining loss or damage. If the fire and casualty insurance proceeds, if any, payable to the Association or the Insurance Trustee in the event of the loss of or damage to Common Elements, the Limited Common Elements and the Private Elements of Units are not an amount which will pay for the complete repair, replacement or reconstruction of the Common Elements, it being recognized that such insurance proceeds are to be first applied to the payment for repair, replacement or reconstruction of said Common Elements before being applied to the repair, replacement or reconstruction of any Limited Common Elements or Private Elements of a Unit sustaining loss or damage, then the cost to repair, replace, or reconstruct said Common

Elements in excess of available fire and casualty insurance proceeds shall be levied and collected as an assessment from the Owners of all Units in the same manner as would be levied and collected had the loss or damage sustained been solely to the Common Elements and the fire and casualty insurance proceeds been not sufficient to cover the cost of repair, replacement or reconstruction. The cost of repair, replacement or reconstruction of the Limited Common Elements and the Private Elements of each Unit sustaining loss or damage shall then be levied and collected by assessment of the Owners of the Private Elements sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between Owners of Private Elements sustaining loss or damage.

10.08 Estimates of Repair; Plans and Specifications; Payment of Assessments. In the event of loss or damage to Condominium Property, the Association shall, within ninety (90) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original building, portions of which are attached as Exhibit "B" to this Declaration as the same may from time to time be amended, or such other plans and specifications as may be approved by the Board of Directors, by all of the Owners of the damaged Units, and by not less than sixty percent (60%) of the Members of the Association including the Owners of damaged Units. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

ARTICLE XI

CONDEMNATION

11.01 Condemnation Considered a Casualty Loss. The taking of a portion of a Unit or Private Element, the Common Elements or the Limited Common Elements by eminent domain shall be deemed to be a casualty loss, and except as otherwise provided below, the awards for such taking shall be deemed to be proceeds from insurance on account of the

casualty and shall be applied and distributed by the Association in accordance with the provisions of Article X. Even though the awards may be payable to the Owners, the Owners shall endorse or pay over the awards to the Association or Insurance Trustee, as the case may be; in the event of failure to do so, at the discretion of the Board of Directors, a special assessment shall be made against a defaulting Owner in the amount of such defaulting Owner's award, or the amount of such award shall be set off against the sums hereinafter made payable to such Owner. If any Unit or portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Mortgagee of such Unit shall be entitled to timely written notice of any such proceeding or proposed acquisition as provided herein, and no provision hereof shall entitle the Owner of such Unit or other party to priority over such Mortgagee with respect to the distribution of any award or settlement to the Owner of the Unit.

11.02 Partial Condemnation. In the event that the Condominium Property is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(A) If the taking reduces the size of a Unit and the remaining portion of that Unit can be made tenantable, the award for the taking for a portion of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Property:

(1) The Unit shall be made tenantable.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and the Mortgagee of the Unit, as their respective interests may appear.

(3) If there is a balance of the award distributed to the Owner and the Mortgagee, the share of the Common Elements or Limited Common Elements, if any, appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the Unit immediately prior to the taking, and then re-computing the shares of all Owners in the Common Elements and the Limited Common Elements as percentages of the total of their shares as reduced by the taking.

(4) If the taking destroys or so reduces the size of a Unit so that it may not be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Property:

(a) The market value of such Unit immediately prior to the taking, shall be paid to the Owner of the Unit and to each Mortgagee of the: Unit, as their respective interests may appear.

(b) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners, in the manner approved by the Board of Directors; provided, however, that if the cost of such work exceeds the balance of the fund from the award for the taking, such work shall be approved in the manner required for further improvement of the Common Elements as provided herein.

(c) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium Property shall be equitably adjusted to distribute the ownership to the Common Elements among the reduced number of Unit Owners. This shall be done by re-computing the shares of such continuing Unit Owners in the Common Elements as percentages of the total of the shares of such Unit Owners as they exist prior to the adjustment.

(d) If the amount of the award for taking is not sufficient to pay the market value of the condemned Unit to the Owner and to restore the remaining portion of the Unit in condition for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Owners who will continue as Owners of the Units after the changes in the Condominium Property effected by the taking. Such assessment shall be made in proportion to the share of such Owners in the Common Elements after the changes effected by the taking.

(B) If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and Mortgagee and the Association within thirty (30) days after notice by any such party that agreement cannot be reached, such value shall be determined by three (3) independent qualified appraisers with one (1) appraiser to be selected by the Association, one (1) appraiser to be selected by the Owner and Mortgagee, and the third (3rd) appraiser to be selected by the two (2) appraisers so appointed, and the fair market value of the Unit shall be deemed to be the average of the two (2) appraisals of the fair market value of the Unit made by said appraisers having the least difference in amount. The cost of such appraisal shall be assessed against all Owners in the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

(C) Changes in the Units, in the Common Elements and/or Limited Common Elements, in the ownership of the Common Elements and/or Limited Common Elements and in the shares of liability for Common Expenses and/or Limited Common Expenses which are effected by eminent domain, shall be evidenced by an amendment of this Declaration which is approved by the Board of Directors in accordance with this Declaration and the Association's By-Laws.

11.03 Association Appointed as Attorney-In-Fact for Unit Owners. The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing

such Unit Owners in any proceeding, negotiation, settlement or agreement arising from the condemnation or taking by eminent domain of the Condominium Property or any portion thereof.

ARTICLE XII

TERMINATION

12.01 Destruction of the Condominium Property.

(A) Notwithstanding anything to the contrary contained in this Declaration, if the Board of Directors shall determine that either of the following conditions exist:

(1) two-thirds (2/3) or more of the Units in the Condominium Property shall have been destroyed or substantially damaged by fire, wind, water, or other natural causes, or a combination of such, (including condemnation); or

(2) the Condominium Property has been in existence in excess of forty (40) years and substantially all of the Units in the structure have substantially deteriorated and have been rendered substantially obsolete; then the Board of Directors may call a meeting of the Members of the Association to consider and vote upon whether to restore, repair and/or rebuild the Condominium Property, and if not, whether to terminate the Declaration and remove the Condominium Property from the provisions of the Act if approved by the affirmative vote of at least eighty percent (80%) of the Owners of all Units (based upon one vote for each Unit) and by at least eighty percent (80%) of all Mortgagees (based upon one vote for each Mortgage owned) after notice given as provided herein, the Declaration and plan of Condominium ownership established herein shall be subject to termination as provided in the Act and the Association shall be authorized to file on behalf of and in the name of the Unit Owners and shall file a petition for such termination and removal with the Circuit court of Baldwin County, Alabama. If less than eighty percent (80%) of the Owners of all Units and/or less than eighty percent (80%) of the Mortgagees vote in favor of terminating the Condominium Property as herein required, the Condominium Property shall be restored, repaired and/or rebuilt in accordance with these provisions.

(B) In the event that the Circuit Court of Baldwin County, Alabama, shall grant a petition for termination of this Declaration and the plan of Condominium ownership as provided in subparagraph (a) above, all of the Owners of Units shall be and become tenants in common as to ownership of the Land and any then remaining improvements thereon. The undivided interest in the Land and remaining improvements held by the Owner of each Unit shall be the same as the undivided interest in the Common Elements which were formerly appurtenant to such Unit, and the lien of any Mortgage or other encumbrance upon each Unit shall attach to the percentage of undivided interest of the

Owner of a Unit in the Land and then remaining improvements as above provided. The Owners of Units to which Limited Common Elements have been allocated in this Declaration shall own each such Limited Common Element appurtenant to each Owner's Unit, and the lien of any Mortgagee or other encumbrance upon such Units shall attach to the Limited Common Elements of each respective Owner's Unit. Upon termination of this Declaration and the plan of Condominium ownership established herein, the Owners of all Units still inhabitable shall within sixty (60) days from the date of the granting of the petition, deliver possession of their respective Units to the Association. Upon such delivery of possession, the Owners of inhabitable Units and their respective Mortgagees, as their interests may appear, shall become entitled to participate proportionately together with all Owners of uninhabitable Units in the distribution of proceeds in the possession of the Association or the Insurance Trustee. Upon such termination of this Declaration and the plan of Condominium ownership established herein, the Association or the Insurance Trustee, as the case may be, shall distribute any insurance indemnity which may be due under any policy or casualty insurance to the Owners of the Units and their Mortgagees as their respective interests may appear, such distribution to be made to the Owner of each Unit in accordance with such Owner's then undivided interest in the Land and remaining improvements as herein provided. The Land and any remaining improvements thereon shall be subject to all easements of record, except the easements created in the Condominium Documents. The assets of the Association upon termination of the plan of Condominium ownership created by this Declaration shall then be distributed to the Owner of each Unit and Unit Owner's Mortgagee, as their respective interests may appear, in the same manner as is above provided for the distribution of any final insurance indemnity.

12.02 Termination by Consent. Except in the event of this Declaration and plan of Condominium ownership established herein being terminated as provided above, this Declaration and said plan of Condominium ownership may only be otherwise terminated by the consent of one hundred percent (100%) of the Owners of all Units and all parties holding Mortgages, liens or other encumbrances, against any of said Units, in which event the termination of the Condominium Property shall be by such plans as may be then unanimously adopted by said Owners and parties holding any Mortgages, liens or other encumbrances. Such election to terminate this Declaration and the plan of Condominium ownership established herein shall be evidenced by a termination agreement executed in writing by all of the aforesaid parties in recordable form in accordance with the Act, and such instrument shall be recorded in the Probate Office of Baldwin County, Alabama.

ARTICLE XIII

AMENDMENT

13.01 Amendment. This Declaration may be amended in the following manner:

(A) A proposal to amend this Declaration may be considered at any meeting of the Members of the Association called for that purpose in accordance with the provisions of the By-Laws; provided that the Association provides prior written notice of such meeting to the Mortgagees as provided above. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than sixty-seven percent (67%) of the total allocated votes of the Association and by the affirmative vote of the Mortgagees representing sixty-seven (67%) of the total allocated votes of the Units subject to Mortgages who have properly made request as required under Article IX; or

(B) By unanimous consent or agreement of the Unit Owners and the Mortgagees as evidenced by their signatures to the amendment. Notwithstanding the foregoing, no amendment to the Declaration under this article shall change a Unit, including the ownership in Common Elements, responsibility for Common Expenses and voting rights, without the prior written approval of the Unit Owner or Unit Owners so affected and prior written approval of the holders of record of any mortgage or other liens on the Unit or Units so affected; or

13.02 Effectiveness of Amendments. A copy of each amendment so adopted shall be certified by the President or a Vice President and Secretary or Assistant Secretary of the Association as having been fully adopted, and shall be effective when recorded in the Probate Court of Baldwin County, Alabama.

ARTICLE XIV

MISCELLANEOUS

14.01 Headings. The captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

14.02 Gender/Number. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

14.03 Exhibits. The Exhibits attached to this Declaration are an integral part of this Declaration.

14.04 Invalidity and Severability. The provisions of this Declaration are severable. Should any provision be determined invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

14.05 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 in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

This Instrument Prepared By:
David F. Daniell
Daniell, Upton, Anderson, Law & Busby, P.C.
30421 State Highway 181
Daphne, AL 36527
(251) 625-0046

EXHIBIT A

Exhibit A from the original Declaration recorded in the records of the Judge of Probate of Baldwin County, Alabama at Miscellaneous Book, Page 1388.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

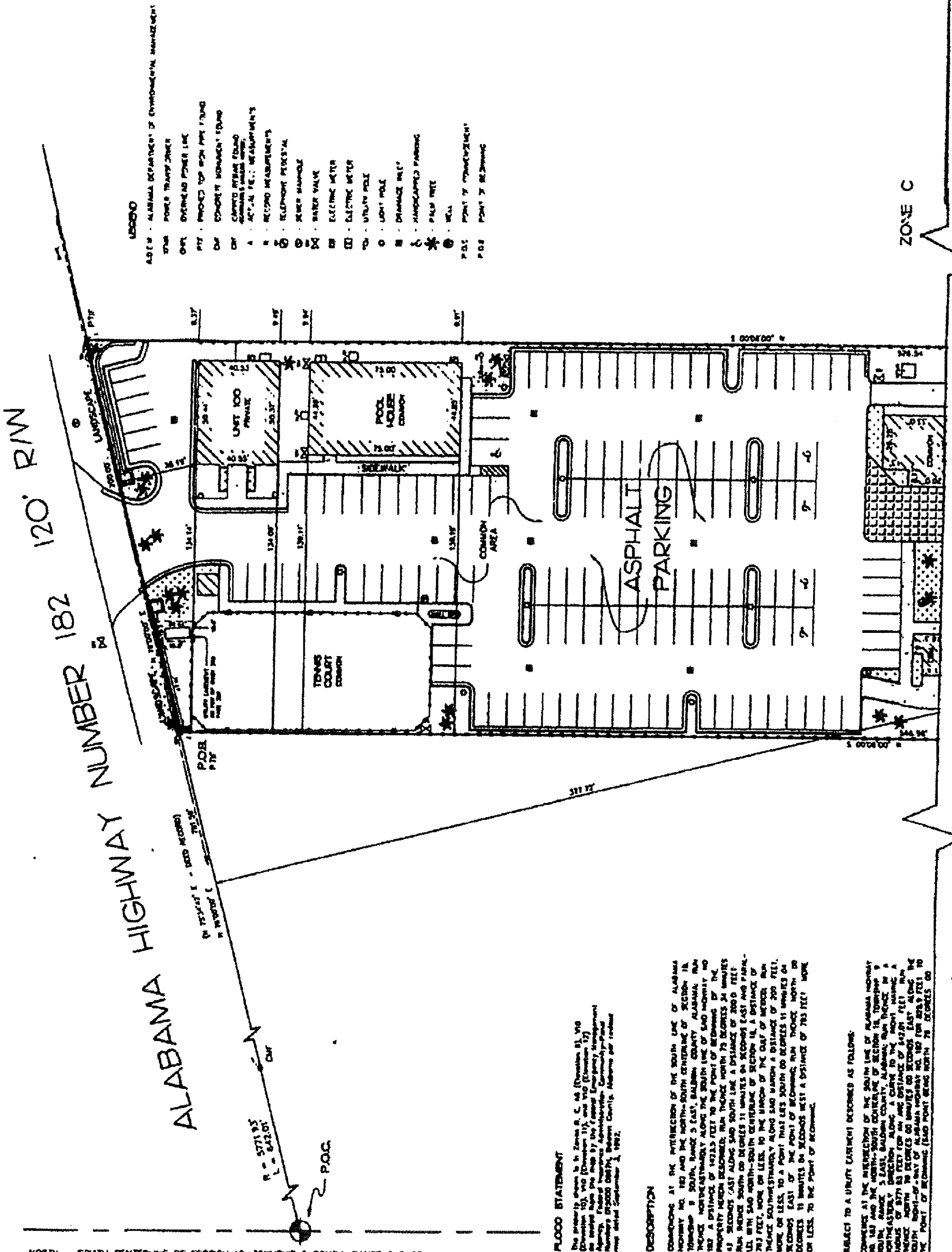
Commencing at the intersection of the South line of Alabama Highway No. 182 and the North-South centerline of Section 18,, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence Northeastwardly along the South line of said Highway No. 182 a distance of 1423.5 feet to the Point of Beginning of the property herein described; run thence North 75 degrees, 34 minutes, 42 seconds East along said South line a distance of 200.0 feet; run thence South 00 degrees, 11 minutes, 04 seconds East and parallel with said North-South centerline of Section 18, a distance of 763 feet, more or less, to the margin of the Gulf of Mexico; run thence Southwestwardly along said margin a distance of 200 feet, more or less, to a point that lies South 00 degrees, 11 minutes, 04 seconds East of the Point of Beginning; run thence North 00 degrees, 11 minutes, 04 seconds West a distance of 793 feet, more or less, to the Point of Beginning.

MC-0077 PAGE 1388

EXHIBIT B

Exhibit C from the original Declaration recorded in the records of the Judge of Probate of Baldwin County, Alabama at Miscellaneous Book, Pages 1404 through 1428.

EXHIBIT "C"
PAGE 1(a)



with 0077 PAGE 1405

NORTH - SOUTH CENTERLINE OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST

FLOOD STATEMENT

The property shown is in Zone B, C, or D (Division 1), via (Division 10), via (Division 11), and via (Division 12) as indicated on the map by the Federal Emergency Management Agency, Federal Insurance Administration, Community Planning, and Development, 4849 Lees Ferry Road, Tallahassee, Florida 32309-0001, dated September 1, 1992.

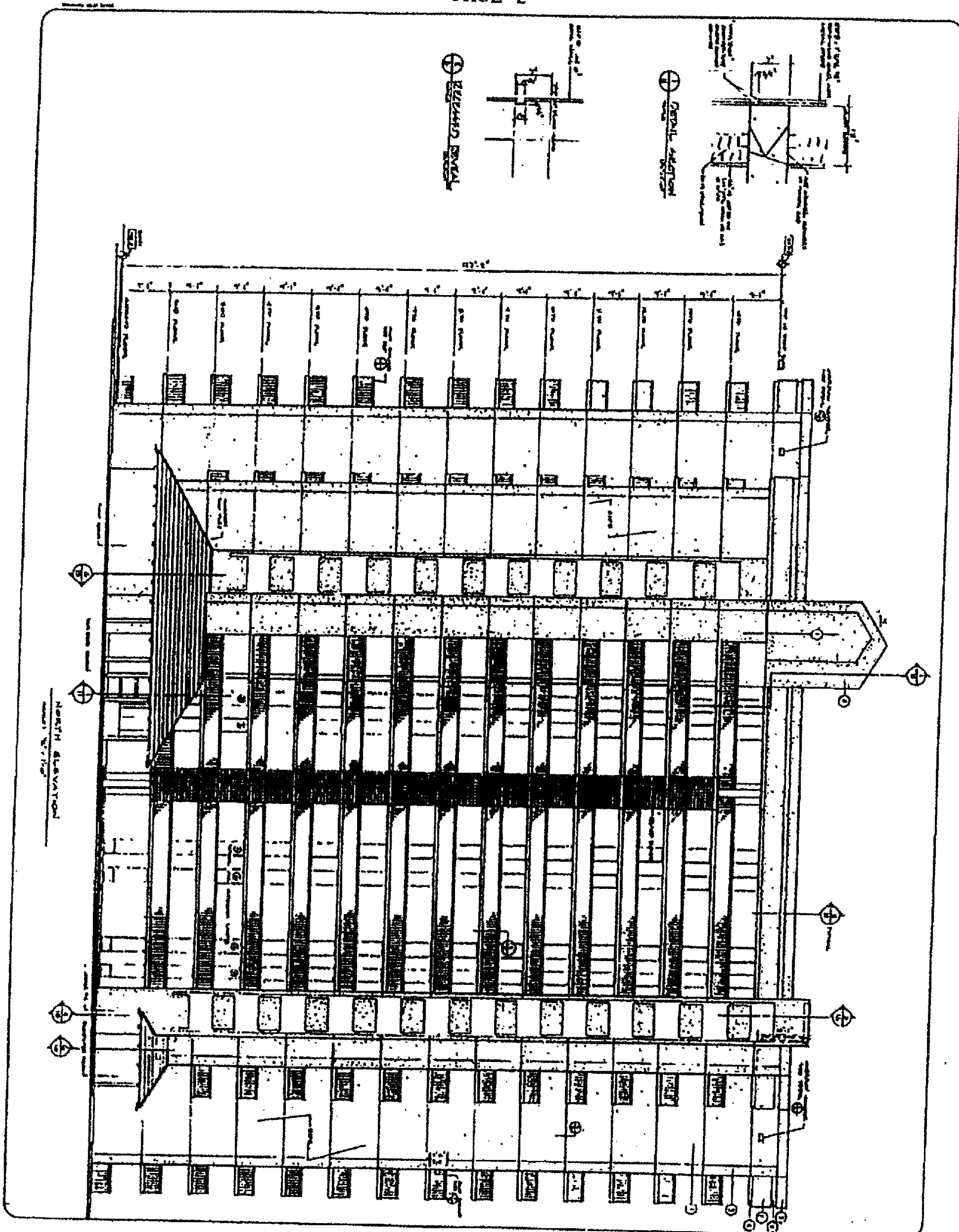
DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF ALABAMA HIGHWAY NO. 182 AND THE NORTH-SOUTH CENTERLINE OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE NORTHEASTERLY ALONG THE SOUTH LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, RUN THENCE NORTH TO BEARINGS 34 DEGREES 41' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 200 FEET, RUN THENCE SOUTH TO BEARINGS 11 DEGREES 04' 30" EAST AND PARALLEL WITH SAID NORTH-SOUTH CENTERLINE OF SECTION 18, A DISTANCE OF 783 FEET, MORE OR LESS, TO THE WAGON OF THE CUT OF WHICH THE THENCE SOUTHWESTWARDLY ALONG SAID WAGON A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT THAT LIES SOUTH 00 DEGREES 11' 00" EAST 11 DEGREES 04' 30" OF THE POINT OF BEGINNING, RUN THENCE NORTH OR SOUTHWESTWARDLY ALONG SAID WAGON TO BEARINGS 34 DEGREES 41' 30" EAST TO BEARINGS 34 DEGREES 41' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 200 FEET, RUN THENCE SOUTH TO BEARINGS 11 DEGREES 04' 30" EAST AND PARALLEL WITH SAID NORTH-SOUTH CENTERLINE OF SECTION 18, A DISTANCE OF 783 FEET, MORE OR LESS, TO THE WAGON OF THE CUT OF WHICH THE THENCE SOUTHWESTWARDLY ALONG SAID WAGON A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT THAT LIES SOUTH 00 DEGREES 11' 00" EAST 11 DEGREES 04' 30" OF THE POINT OF BEGINNING, RUN THENCE NORTH OR SOUTHWESTWARDLY ALONG SAID WAGON TO BEARINGS 34 DEGREES 41' 30" EAST TO BEARINGS 34 DEGREES 41' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 200 FEET, RUN THENCE SOUTH TO BEARINGS 11 DEGREES 04' 30" EAST AND PARALLEL WITH SAID NORTH-SOUTH CENTERLINE OF SECTION 18, A DISTANCE OF 783 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO A UTILITY EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF ALABAMA HIGHWAY NO. 182 AND THE NORTH-SOUTH CENTERLINE OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE NORTHEASTERLY ALONG SAID HIGHWAY A DISTANCE OF 142 FEET, MORE OR LESS, TO A POINT THAT LIES SOUTH 00 DEGREES 11' 00" EAST 11 DEGREES 04' 30" OF THE POINT OF BEGINNING, RUN THENCE NORTH OR SOUTHWESTWARDLY ALONG SAID WAGON TO BEARINGS 34 DEGREES 41' 30" EAST TO BEARINGS 34 DEGREES 41' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 200 FEET, RUN THENCE SOUTH TO BEARINGS 11 DEGREES 04' 30" EAST AND PARALLEL WITH SAID NORTH-SOUTH CENTERLINE OF SECTION 18, A DISTANCE OF 783 FEET, MORE OR LESS, TO THE WAGON OF THE CUT OF WHICH THE THENCE SOUTHWESTWARDLY ALONG SAID WAGON A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT THAT LIES SOUTH 00 DEGREES 11' 00" EAST 11 DEGREES 04' 30" OF THE POINT OF BEGINNING, RUN THENCE NORTH OR SOUTHWESTWARDLY ALONG SAID WAGON TO BEARINGS 34 DEGREES 41' 30" EAST TO BEARINGS 34 DEGREES 41' 30" EAST ALONG SAID SOUTH LINE A DISTANCE OF 200 FEET, RUN THENCE SOUTH TO BEARINGS 11 DEGREES 04' 30" EAST AND PARALLEL WITH SAID NORTH-SOUTH CENTERLINE OF SECTION 18, A DISTANCE OF 783 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "C"
PAGE 2



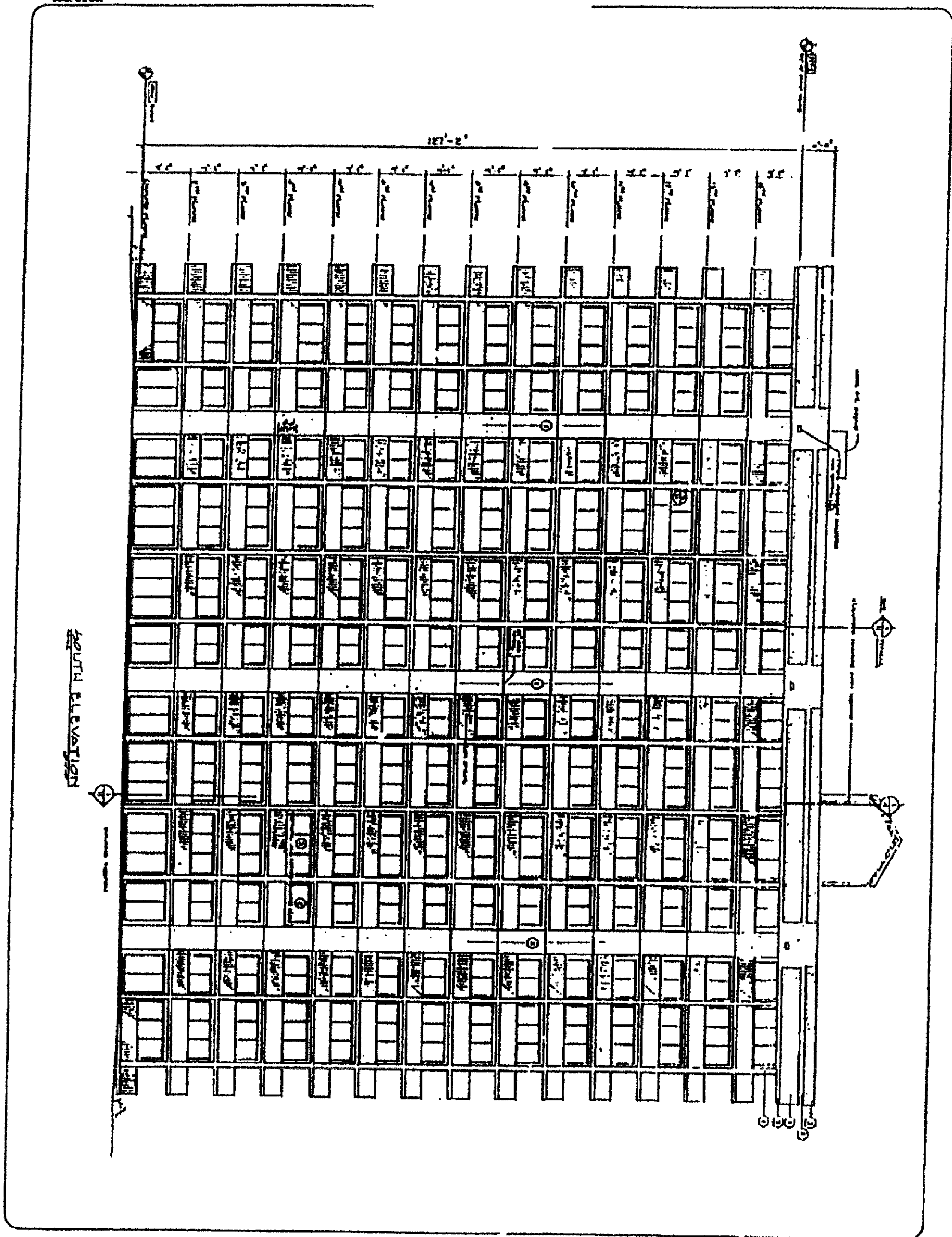
W/100777 PAGE 1A07

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NO. 100777
DATE: 1/1/77
BY: [Signature]
CHECKED: [Signature]
SCALE: 1/8" = 1'-0"

d p f architects
402 S. 1st St.
Mobile, AL 36680

Windward Pointe
Remer Beach, Alabama

EXHIBIT "C"
PAGE 4



MIS 0077 PAGE 1409

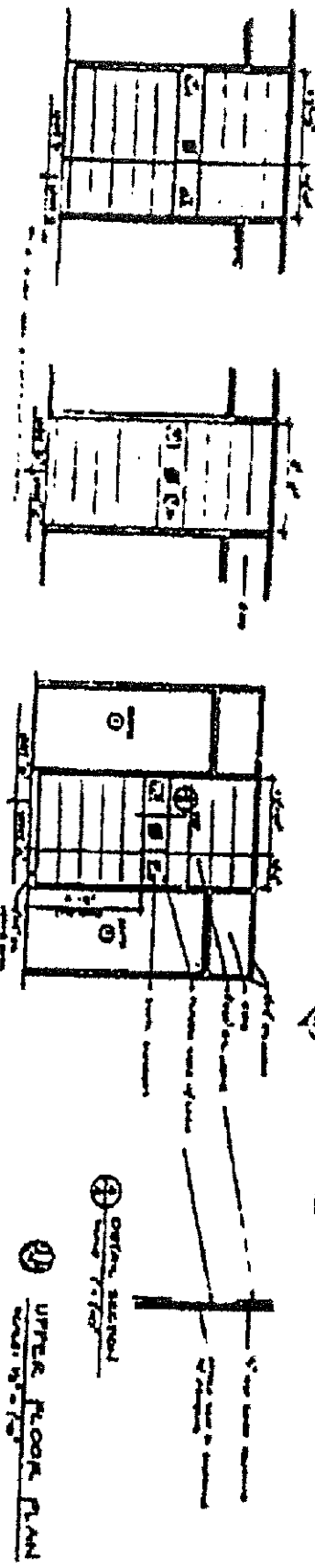
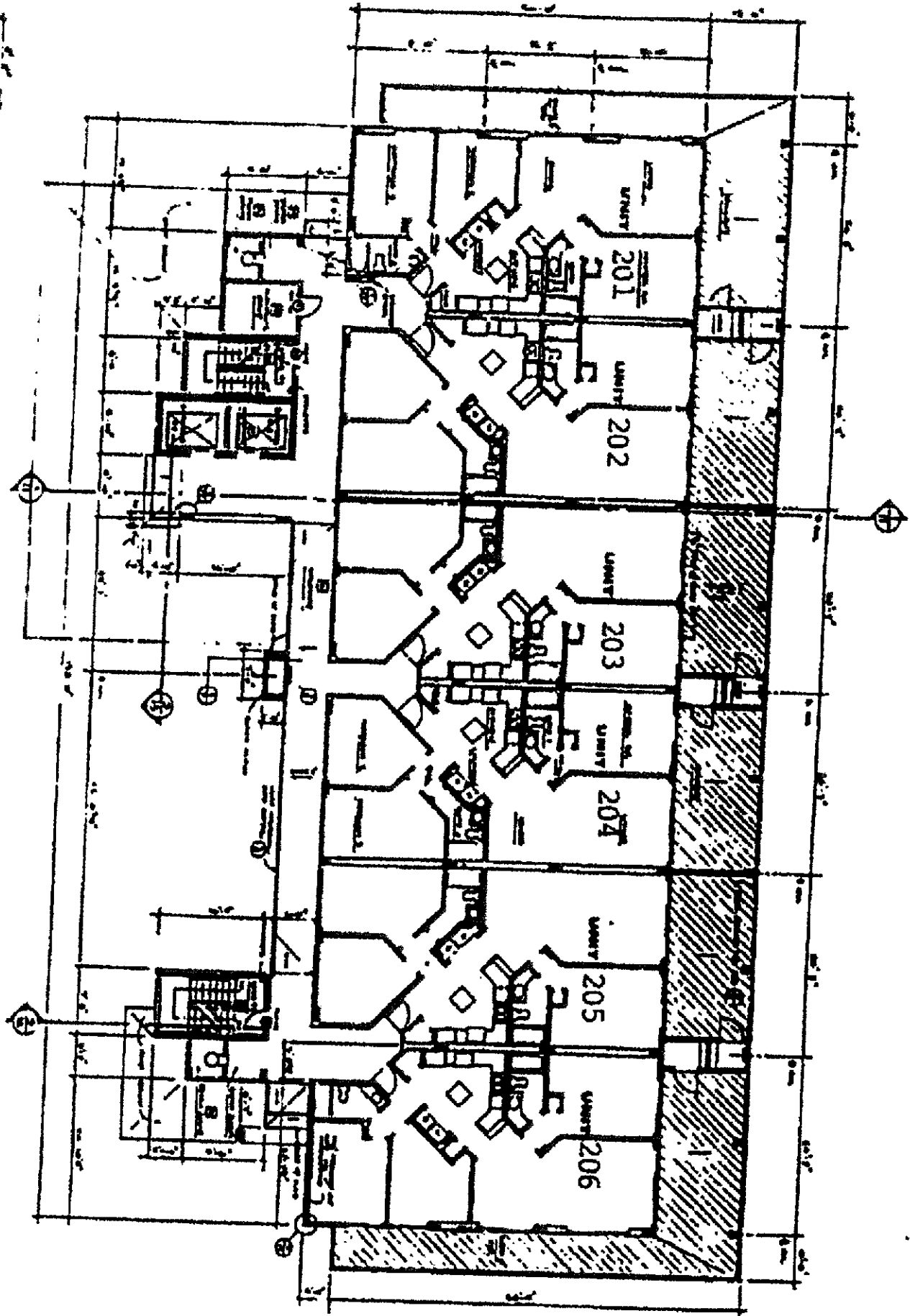
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Windward Pointe
Beverly Beach, Alabama

EXHIBIT "C"
PAGE 6

MISC 0077 PAGE 1411



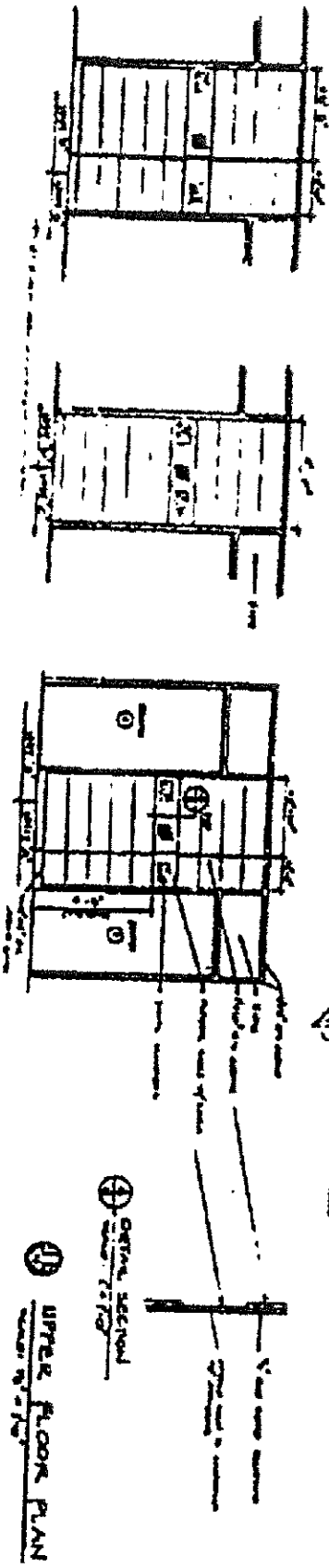
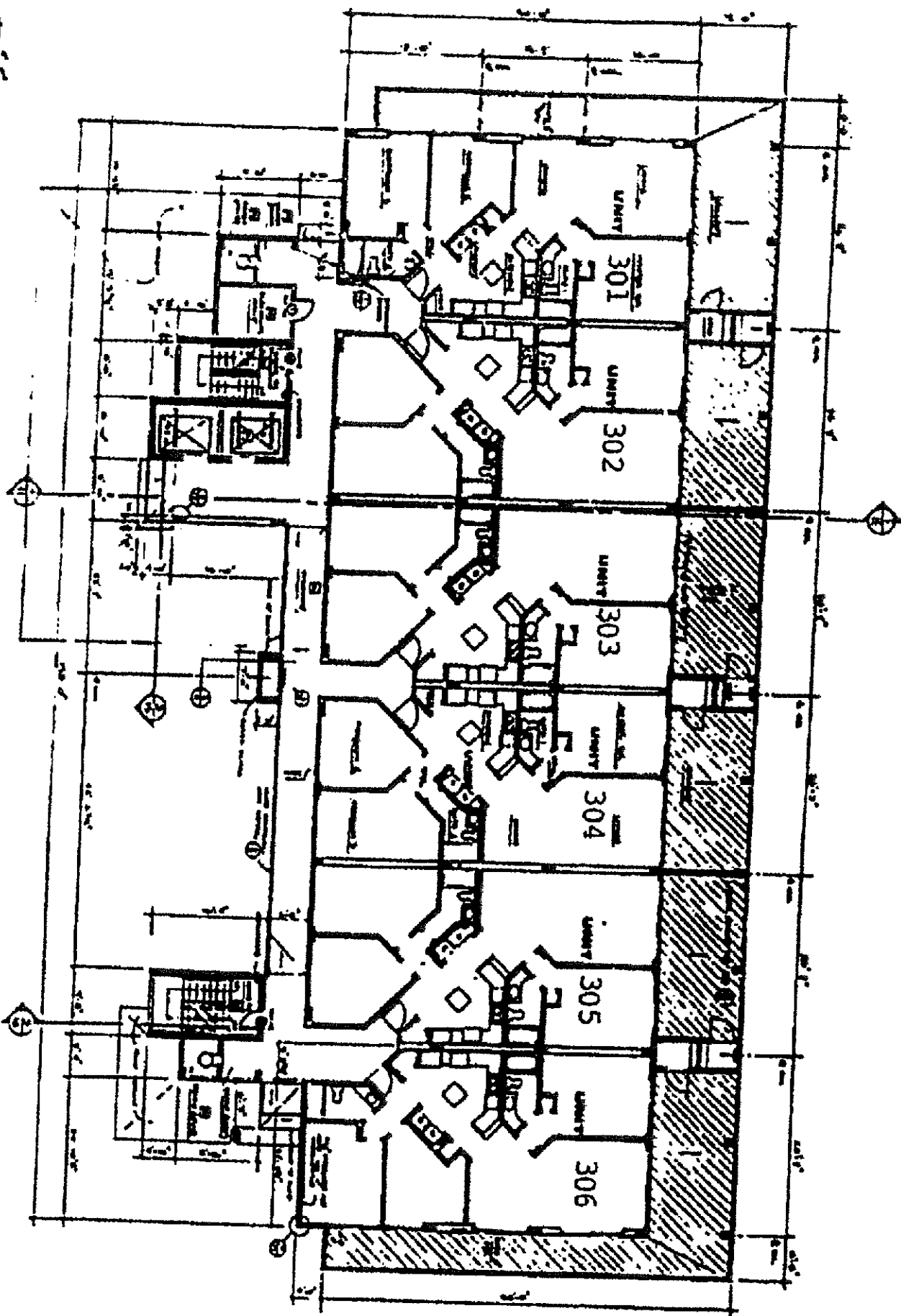
Legend:
 Dotted Areas - Common Areas
 Diagonal Areas - Limited Common Areas

NO.	DATE	DESCRIPTION
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2	11/11/11	ISSUED FOR PERMIT
3	11/11/11	ISSUED FOR PERMIT
4	11/11/11	ISSUED FOR PERMIT



Windward Pointe
 Ocean Beach, Alabama

MISC 00777 PAGE 1412



- Legend:
- Dotted Areas - Common Areas
 - Diagonal Areas - Limited Common Areas

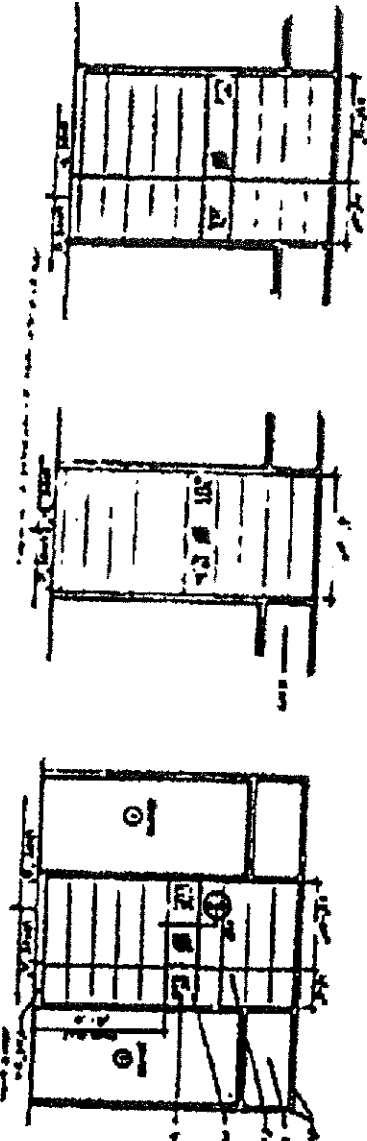
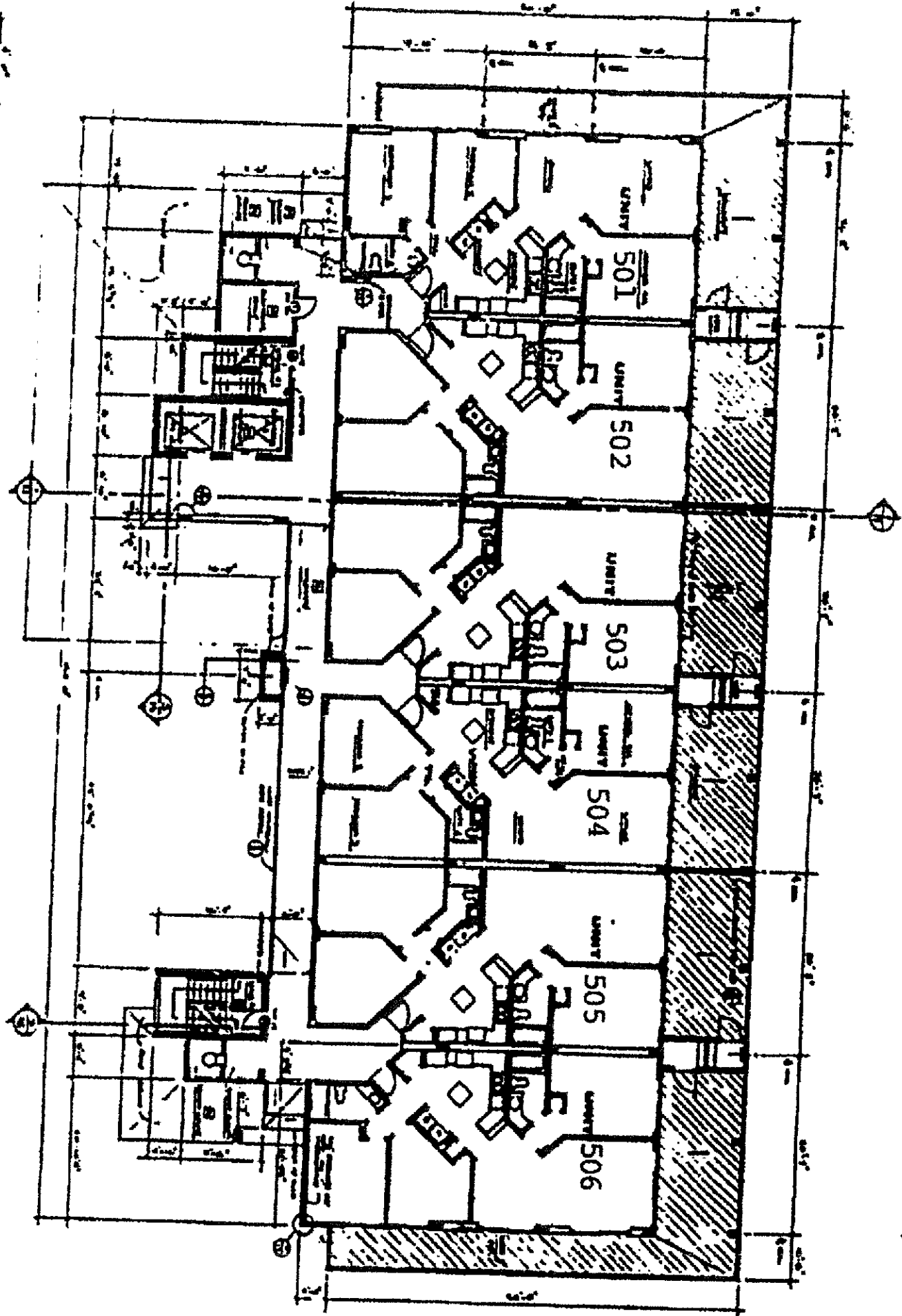
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Architects
ARCHITECTS

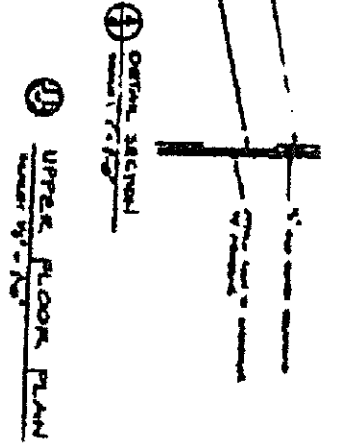
Windward Pointe
 Ocean Beach, Alameda

EXHIBIT "C"
PAGE 9

MISC 00777 PAGE 1414



Legend:
Dotted Areas = Common Areas
Diagonal Areas = Limited Common Areas

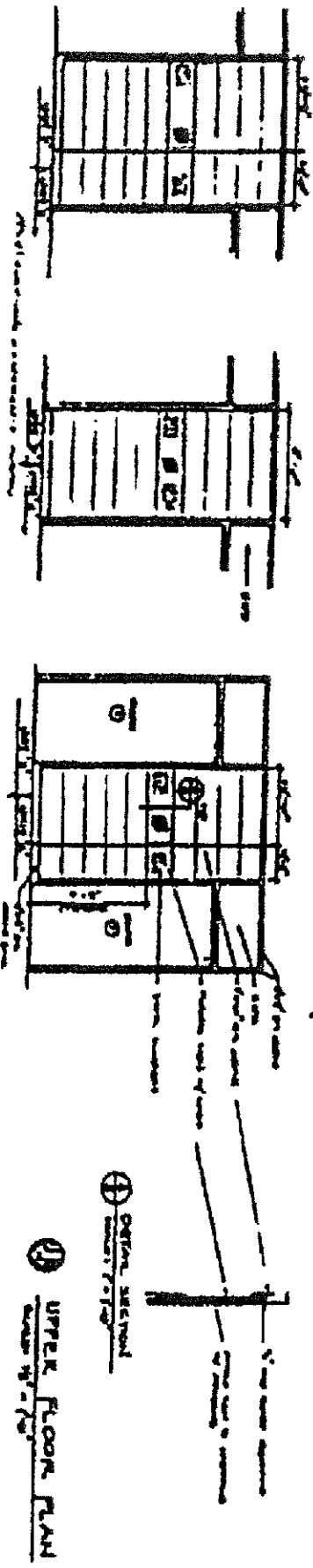
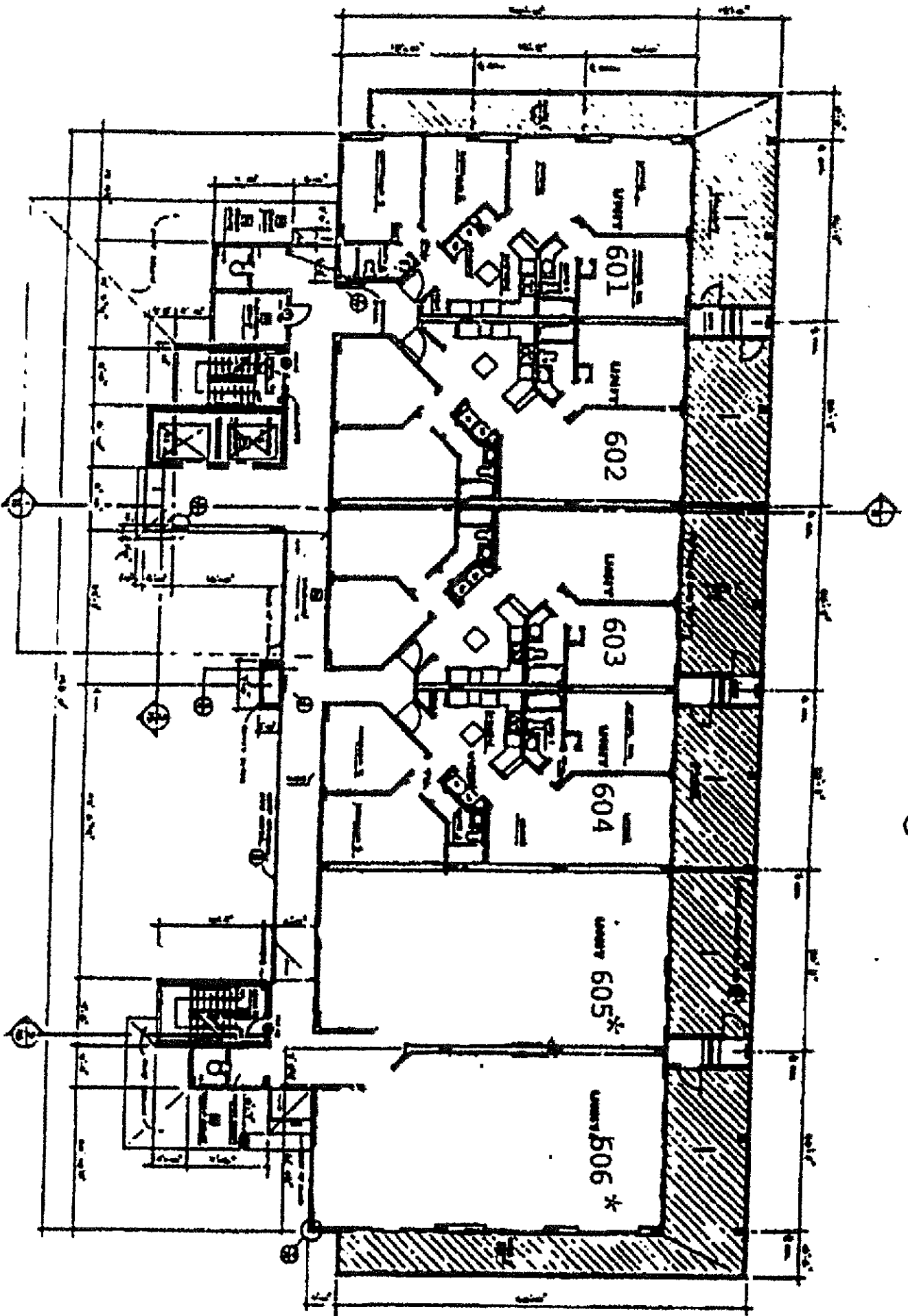


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5	10/1/88
6	10/1/88
7	10/1/88
8	10/1/88
9	10/1/88
10	10/1/88

dof architects
1000 10th Ave S
Birmingham, AL 35203
205-948-1111

Windward Points
Beverly Beach, Alabama

MISC 0077 PAGE 1A1S

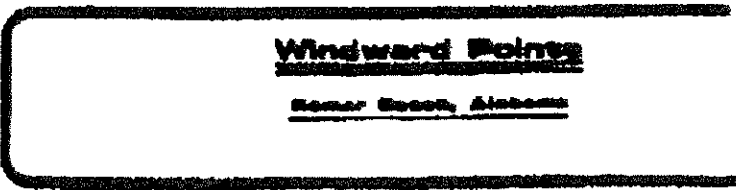
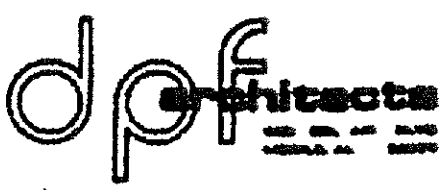


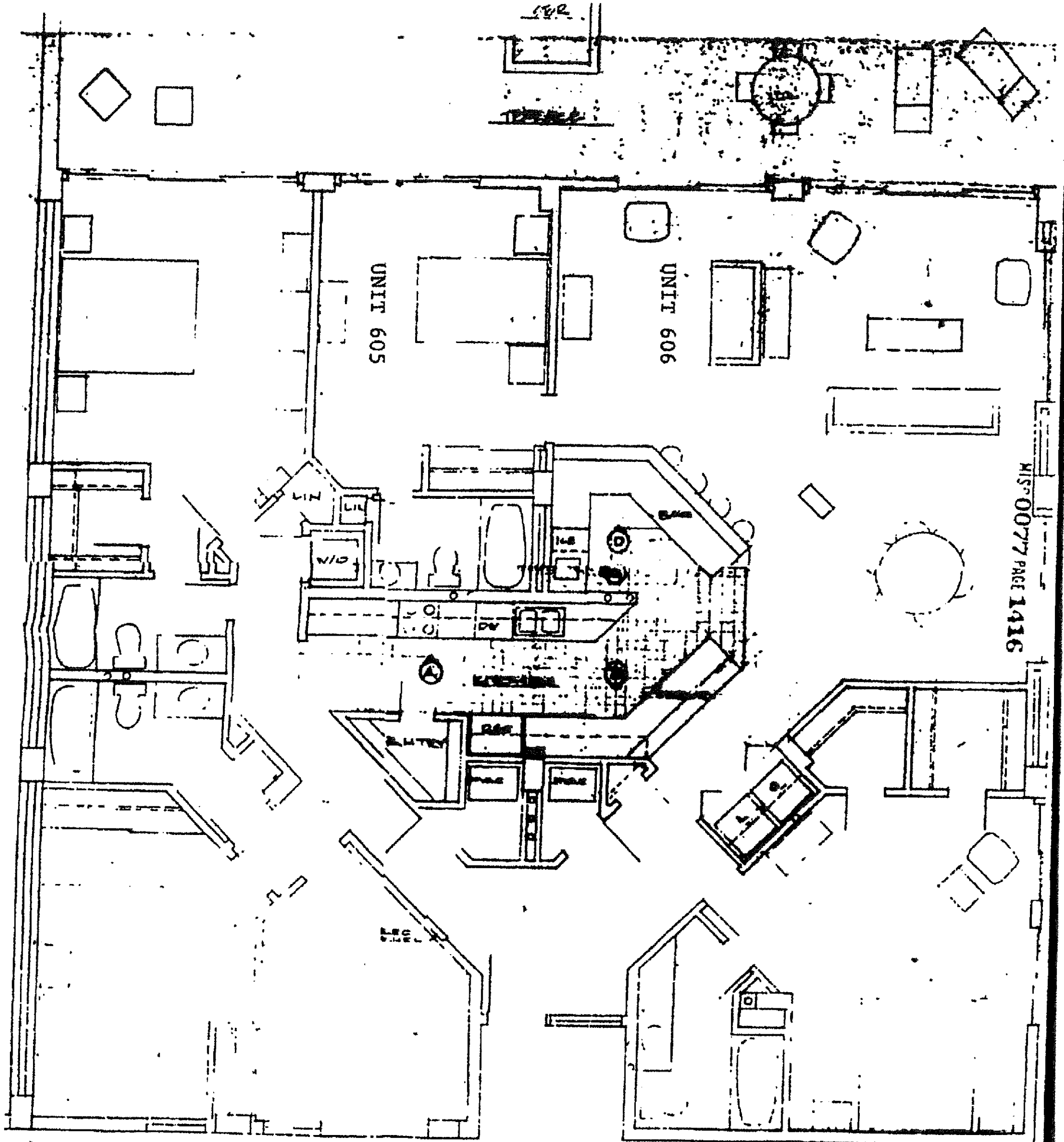
Legend:

- Dotted Areas - Common Areas
- Diagonal Areas - Limited Common Areas

* See attached Floor Plan for Unit 605 and Unit 606

DATE	10/15/08
BY	...
SCALE	...
NO.	4



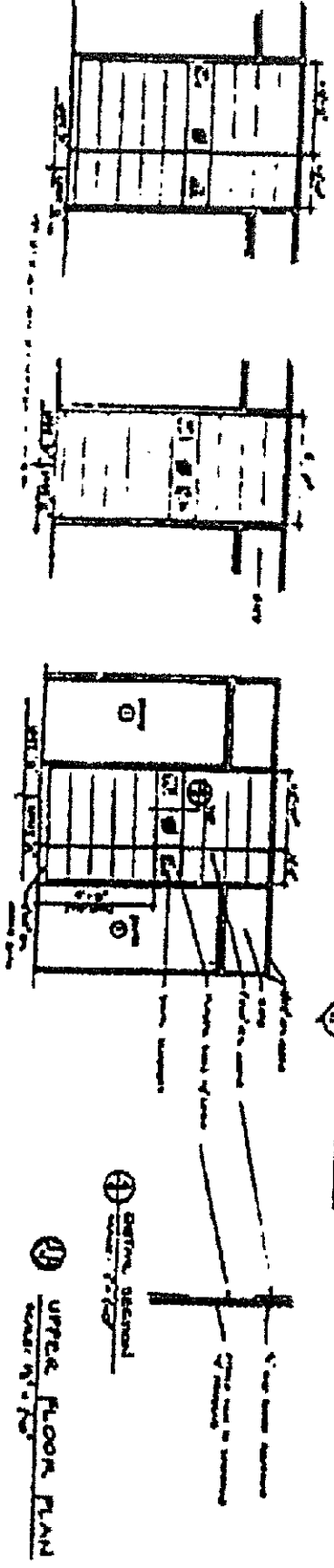
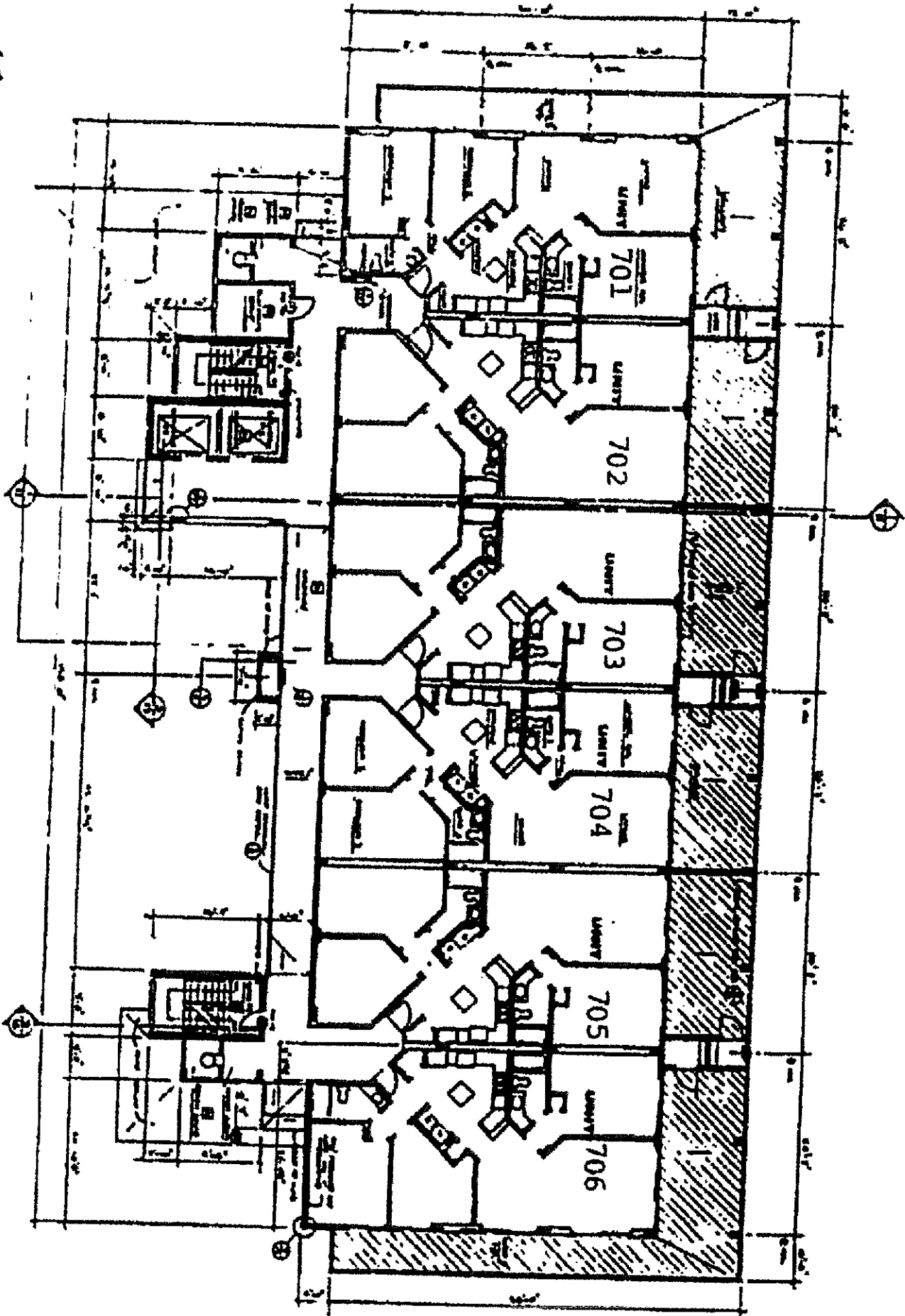


MIS-0077 PAGE 1416

FLOOR PLAN UNITS 605 AND 606

SCALE
09-16-73
22 0815 08
ER 02-07-73
10-NOV-78

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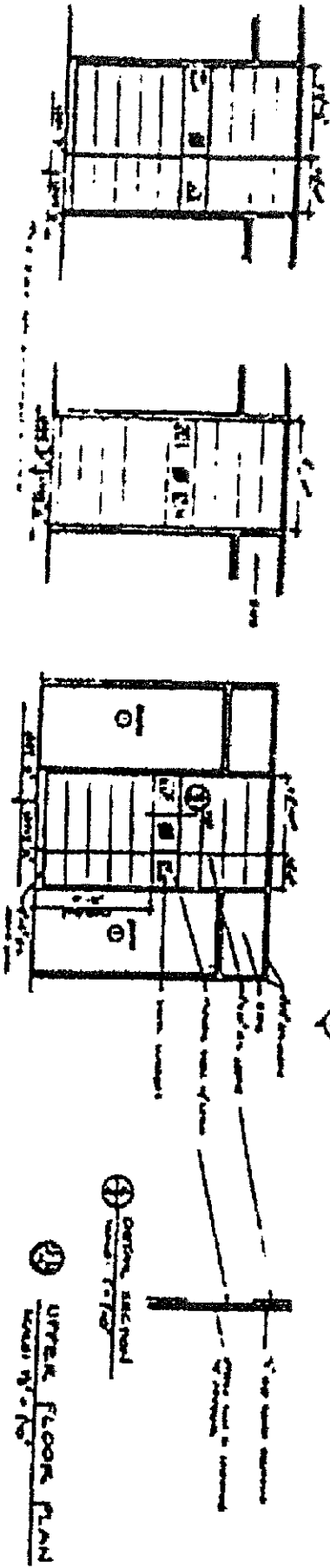
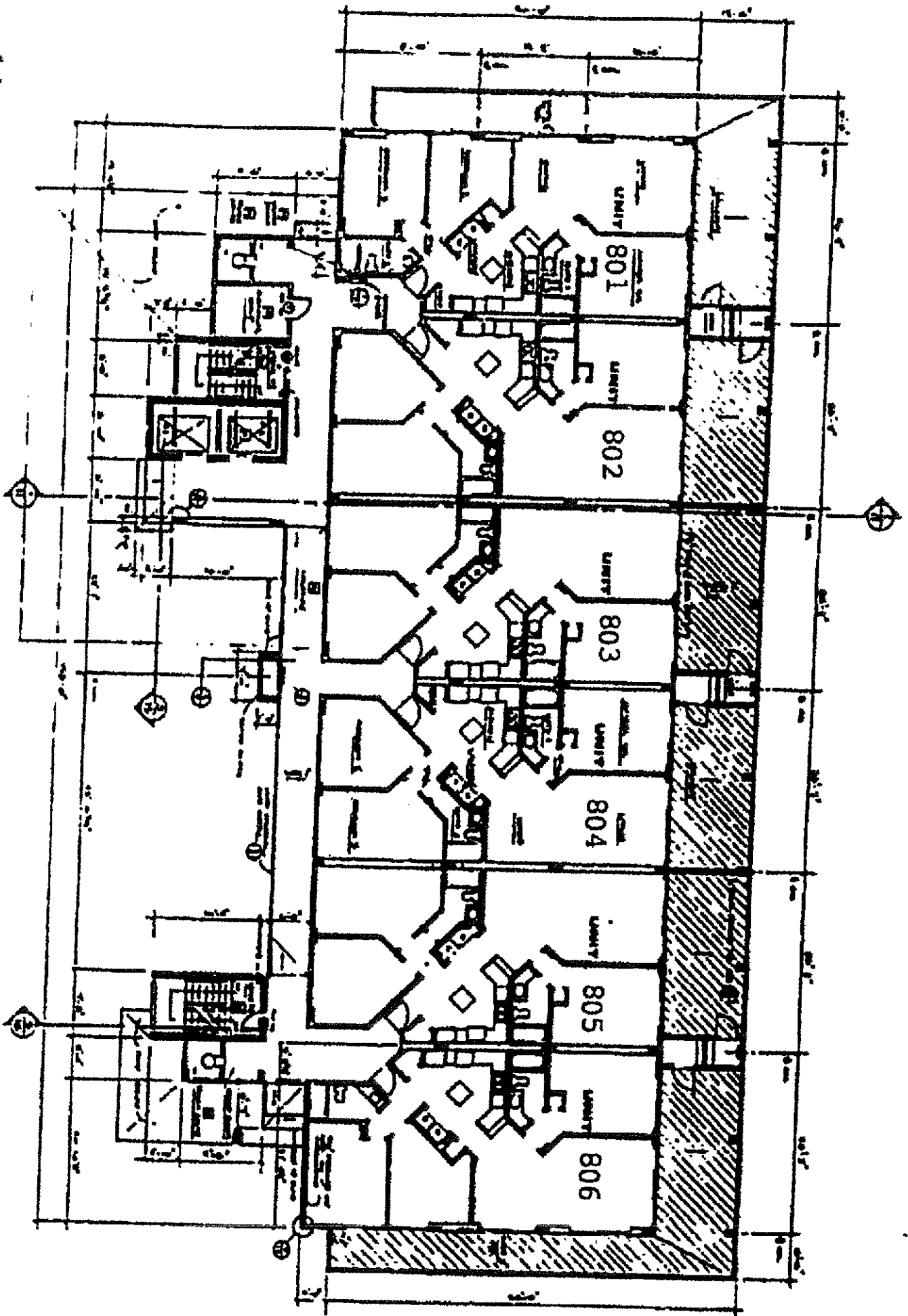


Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas

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NO. 5	1/24/18
NO. 6	1/24/18
NO. 7	1/24/18
NO. 8	1/24/18
NO. 9	1/24/18
NO. 10	1/24/18
NO. 11	1/24/18
NO. 12	1/24/18
NO. 13	1/24/18
NO. 14	1/24/18
NO. 15	1/24/18
NO. 16	1/24/18
NO. 17	1/24/18
NO. 18	1/24/18
NO. 19	1/24/18
NO. 20	1/24/18

dp architects
 1000 10th Ave
 Birmingham, AL 35203
 (205) 988-1111

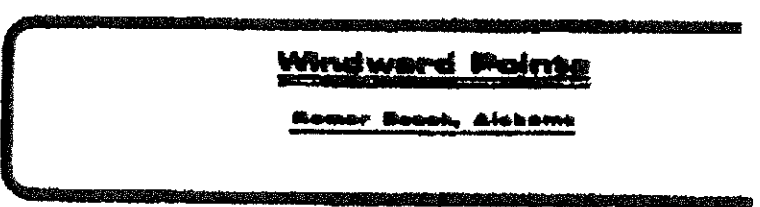
Windward Pointe
 Ocean Beach, Alabama



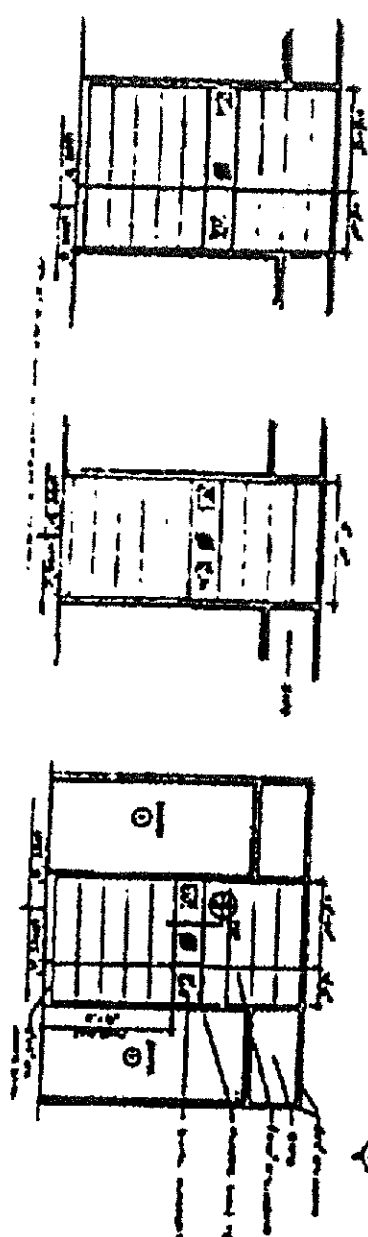
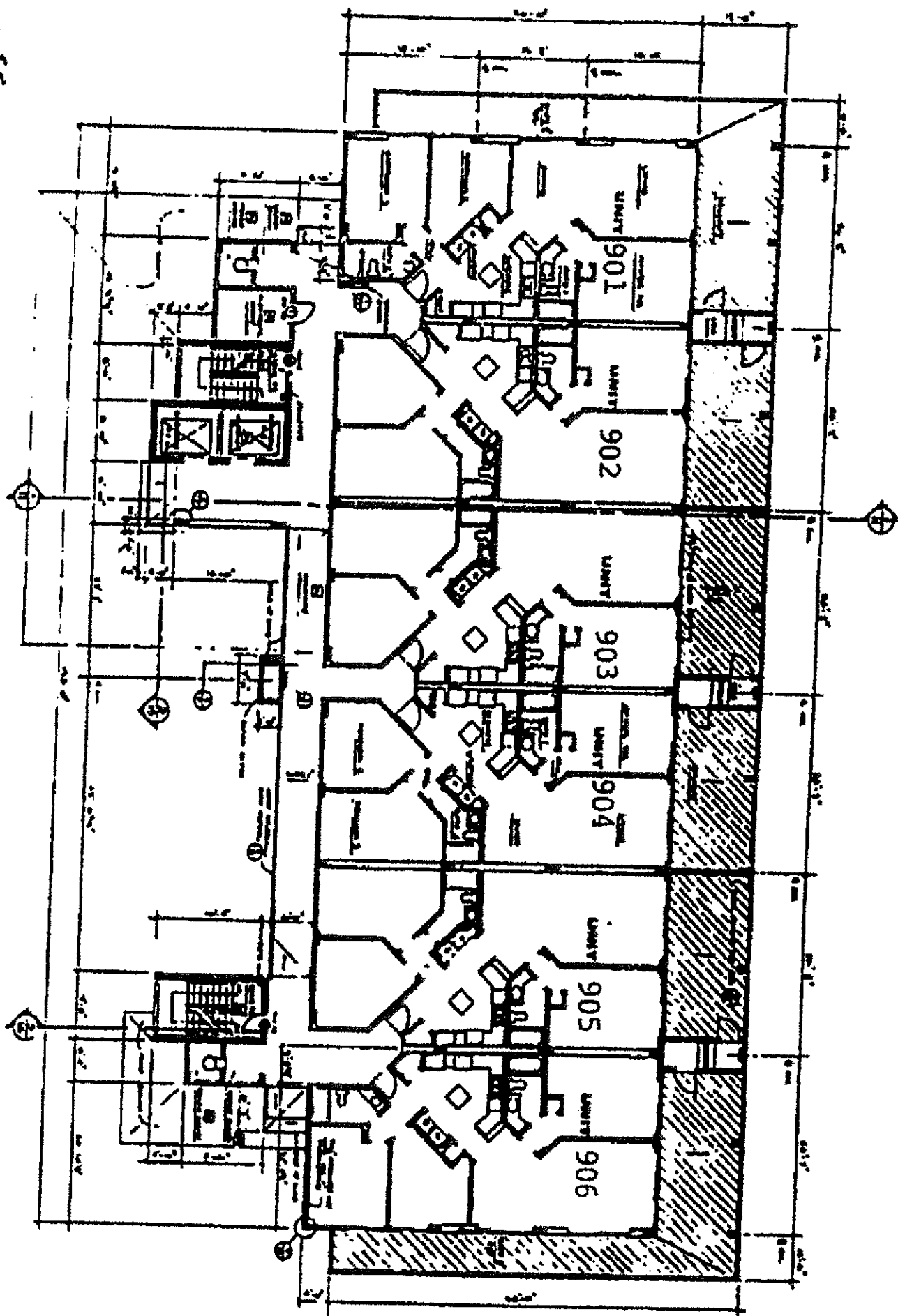
Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas

⊕ Common Section
 ⊕ Unit Floor Plan

NO. 1	UNIT FLOOR PLAN
NO. 2	UNIT FLOOR PLAN
NO. 3	UNIT FLOOR PLAN
NO. 4	UNIT FLOOR PLAN



MIS-0077 PAGE 1419



Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas

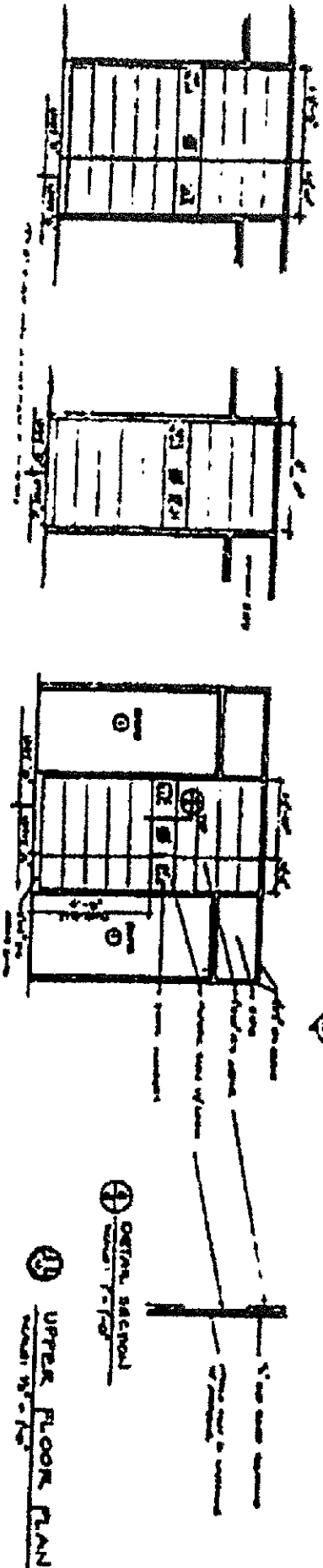
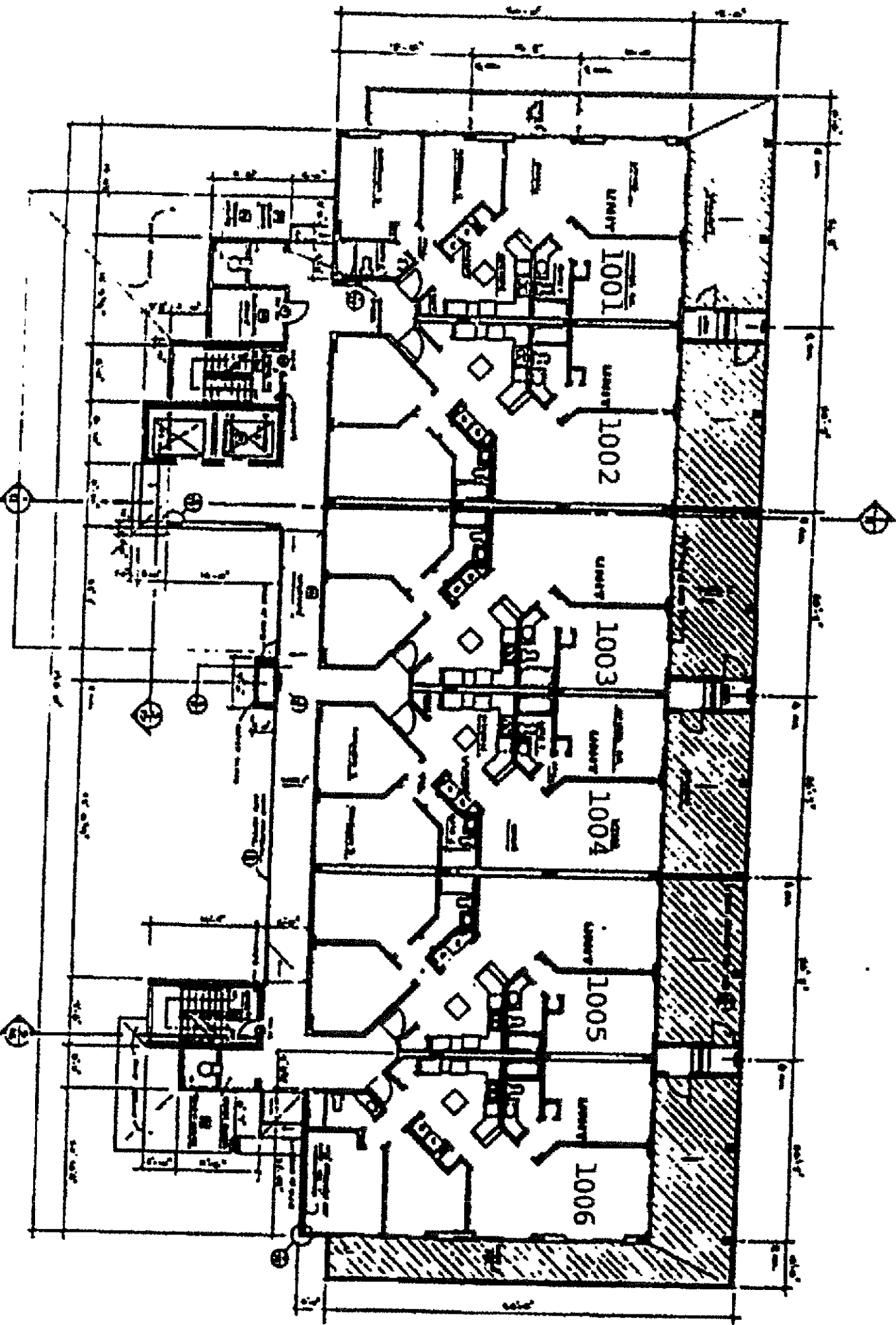
① Section Section
 ② Upper Floor Plan

NO.	DATE	REVISION
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2	12/15/88	REVISED PER COMMENTS
3	1/15/89	REVISED PER COMMENTS
4	2/15/89	REVISED PER COMMENTS

Architects
 605 W. 11th St.
 Mobile, AL 36688

Windward Pointe
 Ocean Beach, Alabama

MISC 00777 PAGE 1420



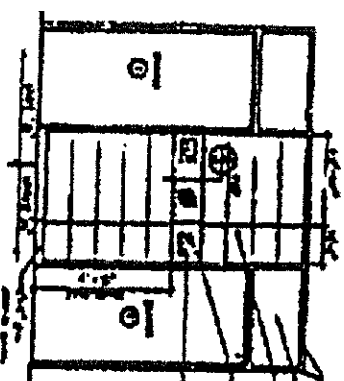
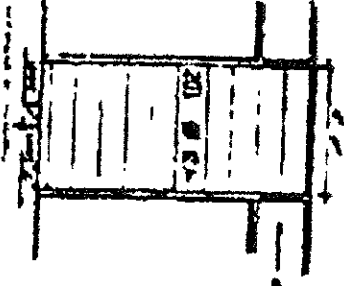
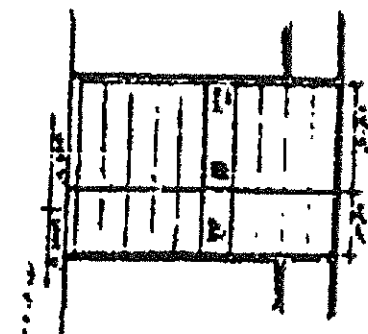
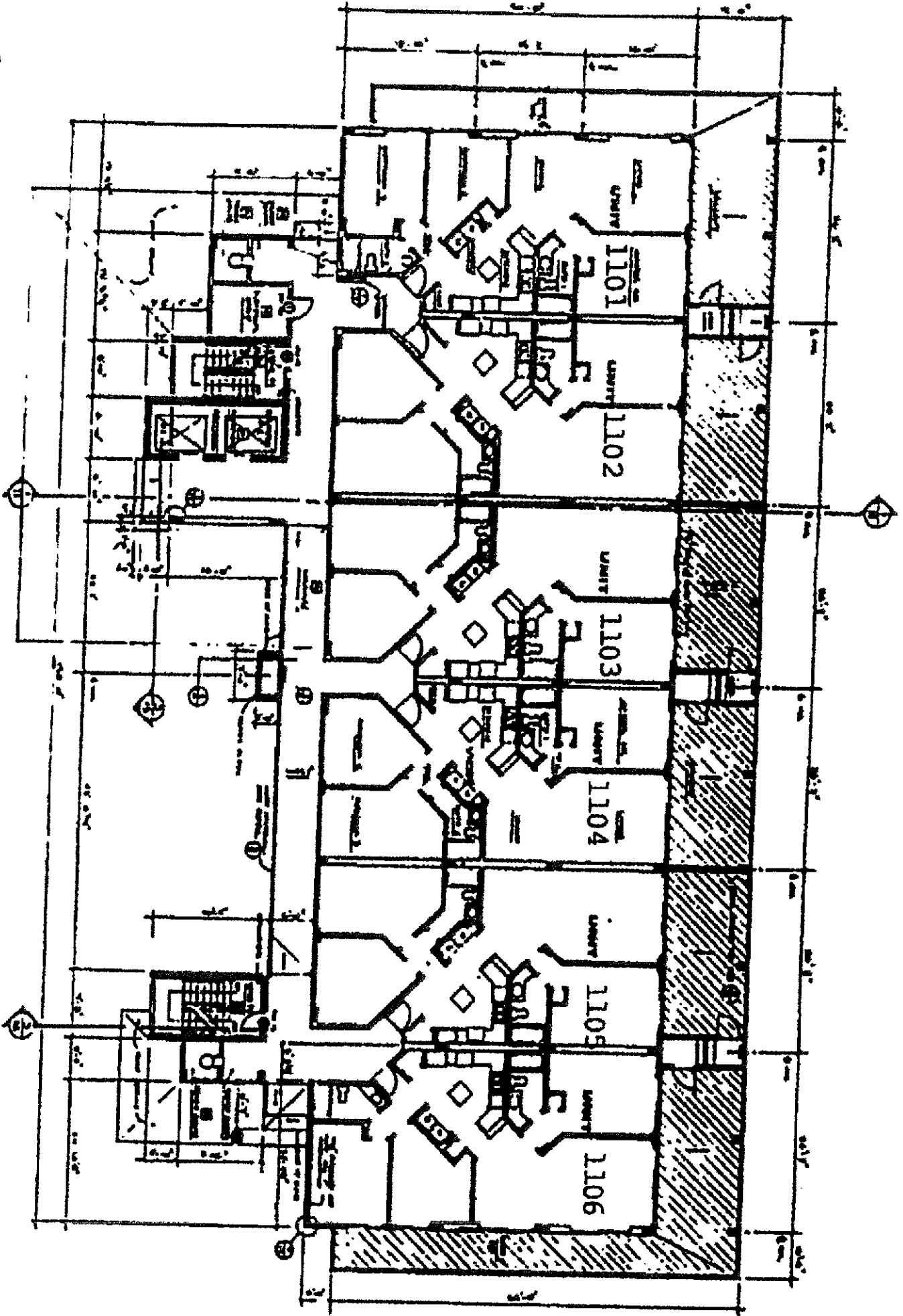
Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas

① OVERHEAD SECTION
 ② UPPER FLOOR PLAN

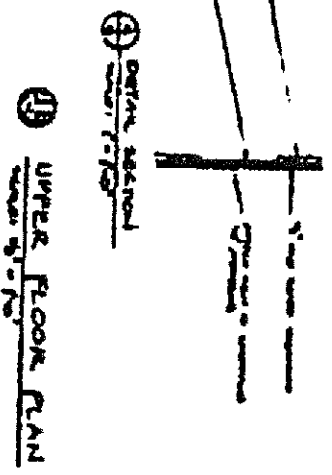
NO.	DATE	BY	CHKD.
1	10/18/88		
2	11/18/88		
3	12/18/88		
4			

dof architects
 1111 N. ...
 ...

Windward Pointe
 Ocean Beach, Alabama



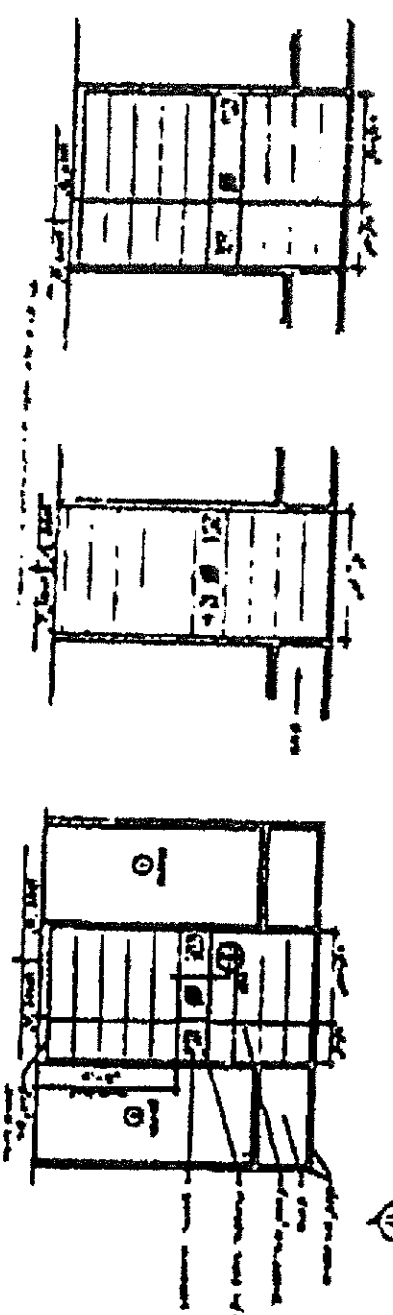
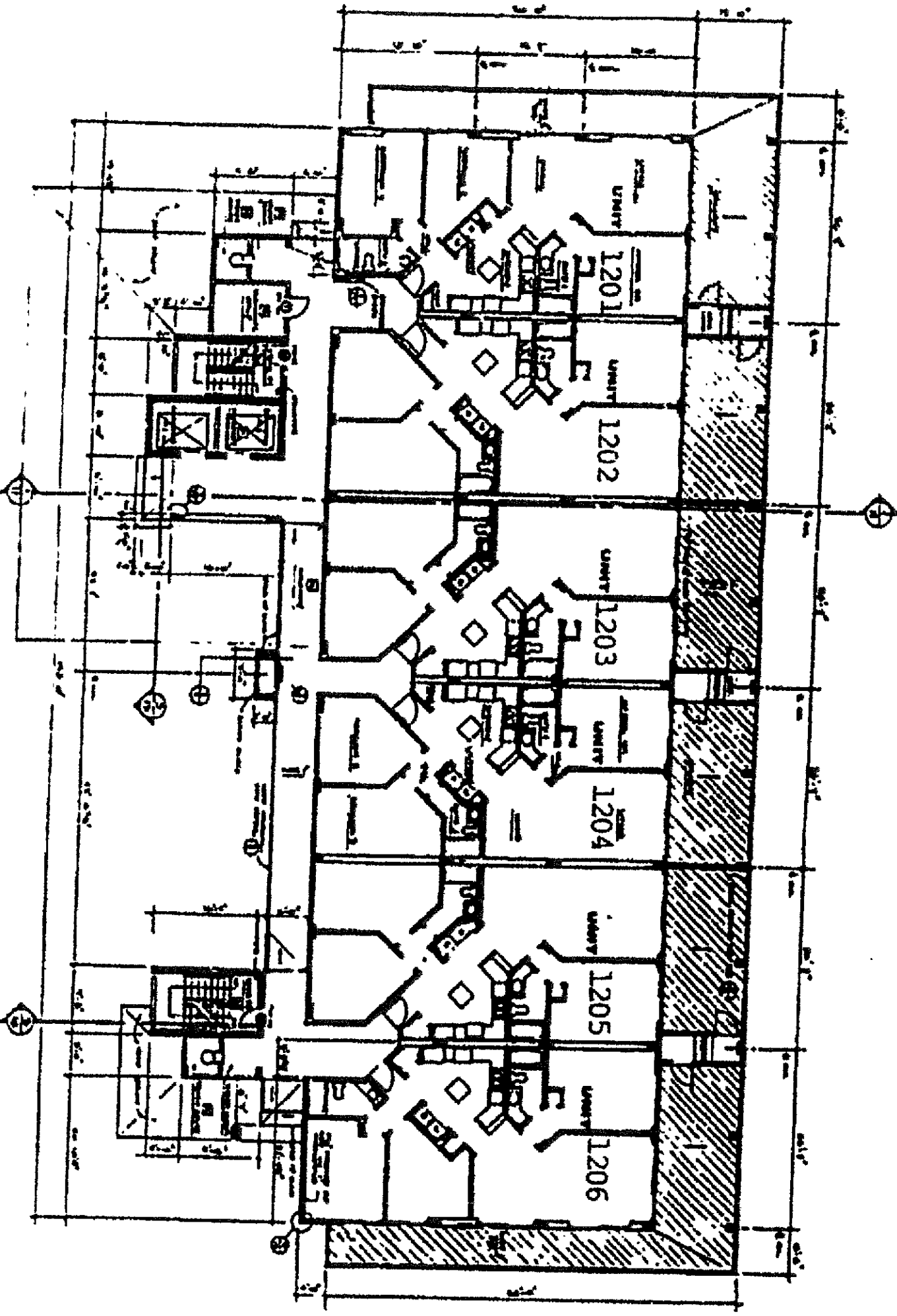
Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas







NO. 4	DATE 1-18-77	BY [Signature]



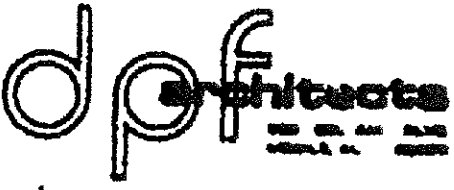
Windward Points
 Homer Beach, Alabama



 SECTION 1
 SECTION 2
 SECTION 3
 UPPER FLOOR PLAN

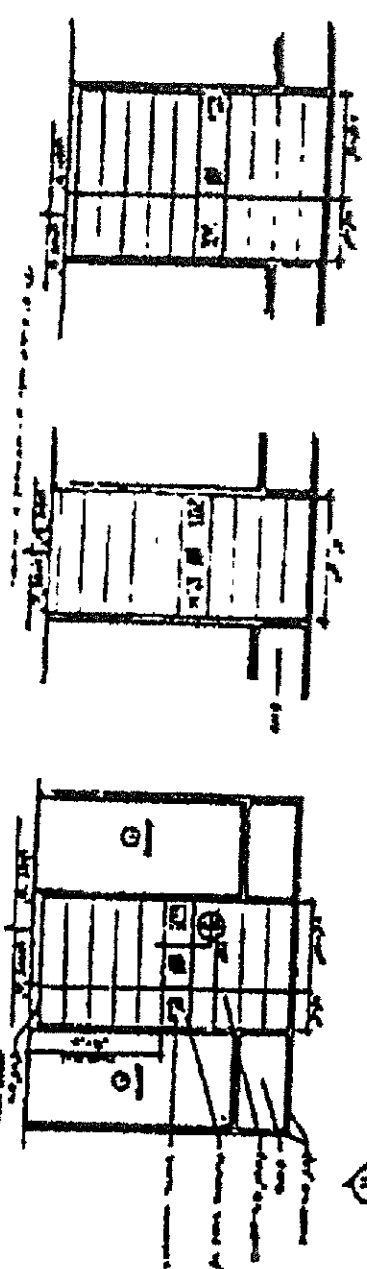
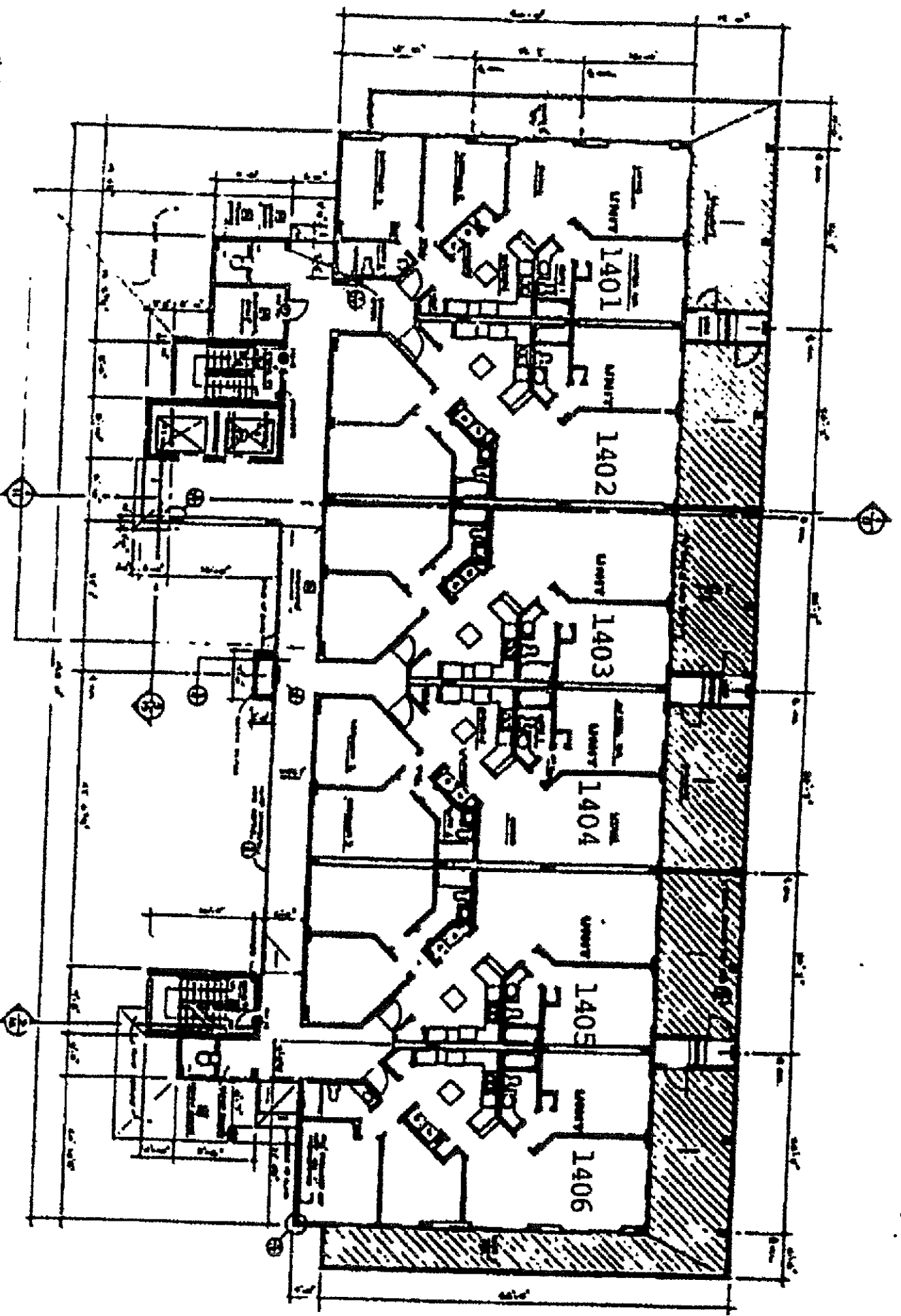
Legend:
 Dotted Areas = Common Areas
 Diagonal Areas = Limited Common Areas

NO.	DATE	REVISION
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2	11/15/88	REVISED PER COMMENTS
3	12/15/88	REVISED PER COMMENTS
4	01/15/89	REVISED PER COMMENTS



Windward Points
 Homer Beach, Alabama

MISC 00777 PAGE 1423



Legend:
 Dotted Areas - Common Areas
 Diagonal Areas - Limited Common Areas

① UNIT FLOOR PLAN
 ② UNIT FLOOR PLAN
 ③ UNIT FLOOR PLAN

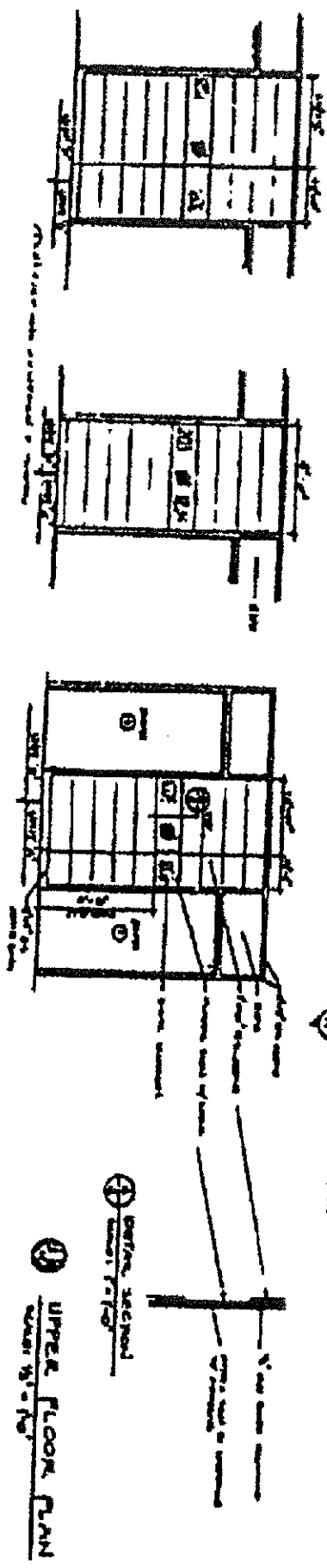
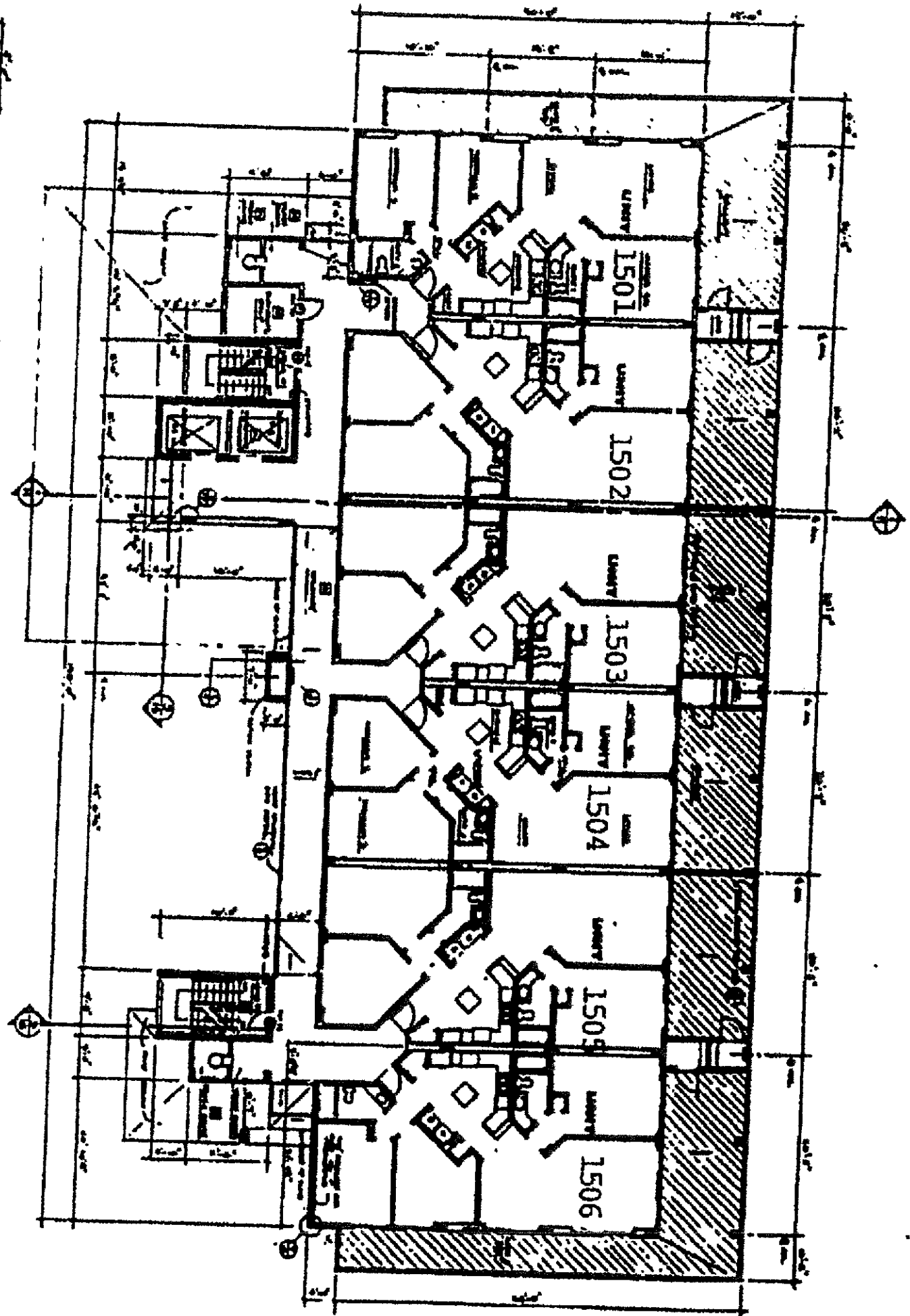
NO. 1	DATE	BY
NO. 2	DATE	BY
NO. 3	DATE	BY
NO. 4	DATE	BY



Windward Points
 Bonar Beach, Alabama

EXHIBIT "C"
PAGE 19

MIS 00777 PAGE 1421

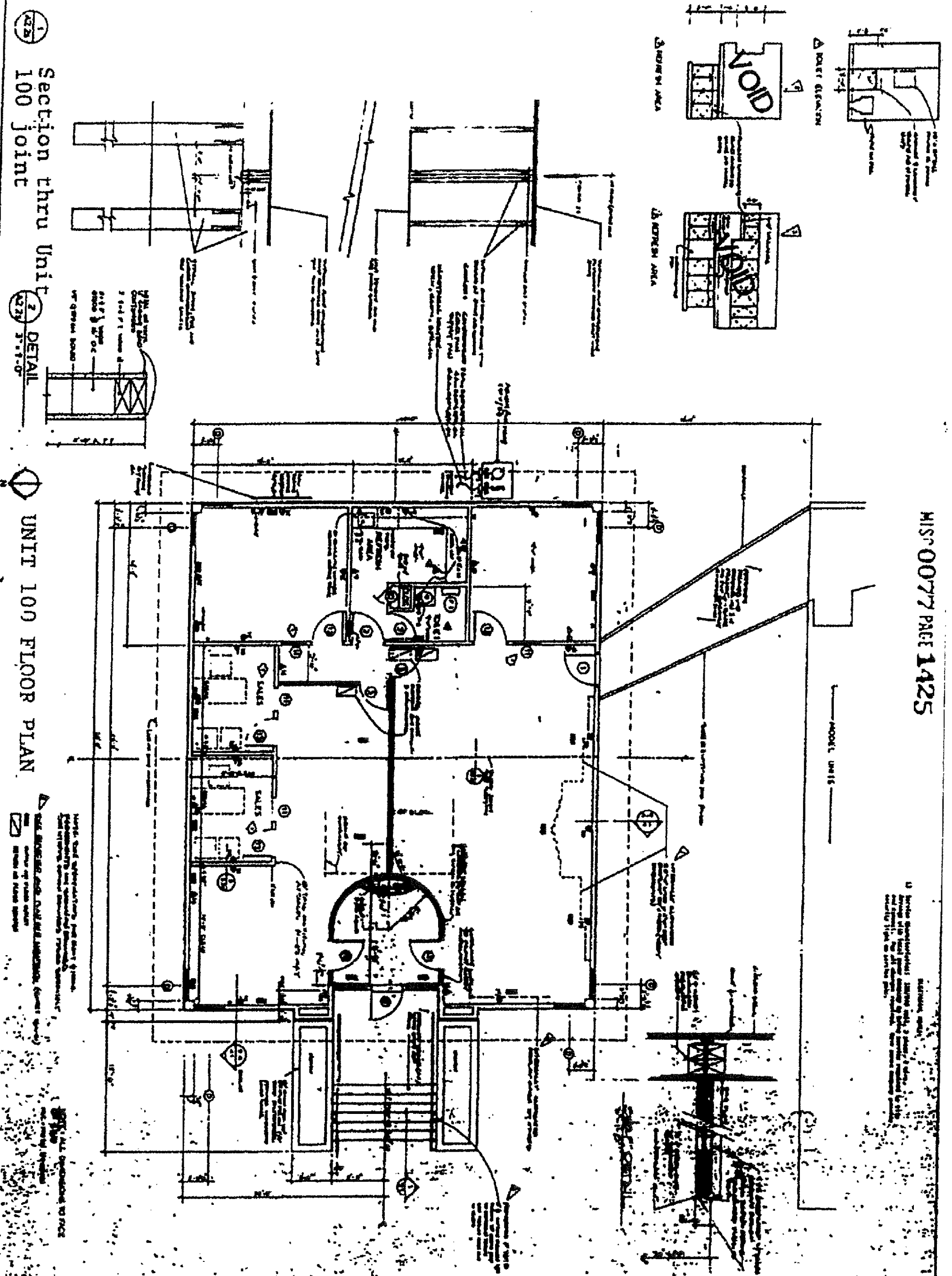


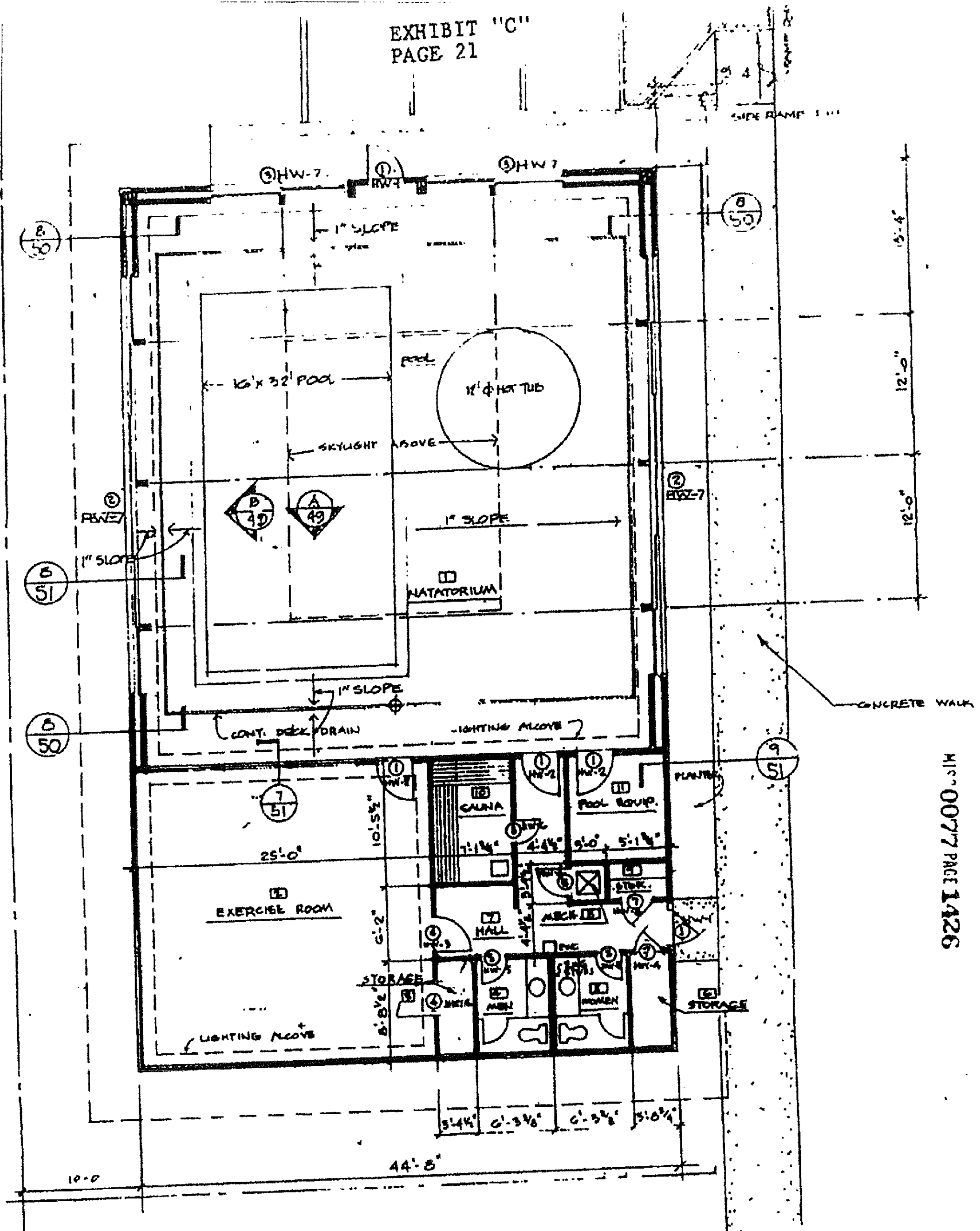
- Legend:
- Dotted Areas = Common Areas
 - Diagonal Areas = Limited Common Areas

NO. 1	DATE	BY
NO. 2	DATE	BY
NO. 3	DATE	BY
NO. 4	DATE	BY

Windward Points
Architects
Birmingham, Alabama

MISC 0077 PAGE 1425





FLOOR PLAN - INDOOR POOL BLDG.
SCALE: 1/8" = 1'-0"

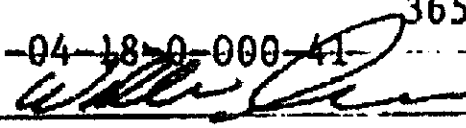
MISC 00777 PAGE 1426

Certificate of Occupancy

Orange Beach

Department of Building Inspection

This Certificate issued pursuant to the requirements of the Standard Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the Jurisdiction regulating building construction or use. For the following

Use Classification Residential Body Project No. 1162
Group R Type Construction I Loc. District _____
Owner of Building Windward Pointe Inc Address 9901 Timber Creek Blvd Daphne AL
Building Address 24770 Perdido Bch BLVD Locality 65-04-18-0-000-41 36527
By 
Date March 23, 1994
William Silvers
Building Official

POST IN A CONSPICUOUS PLACE



600 BEL AIR BOULEVARD MOBILE ALABAMA 36606 (205) 471-3437 FAX (205) 471-3287

CERTIFICATION

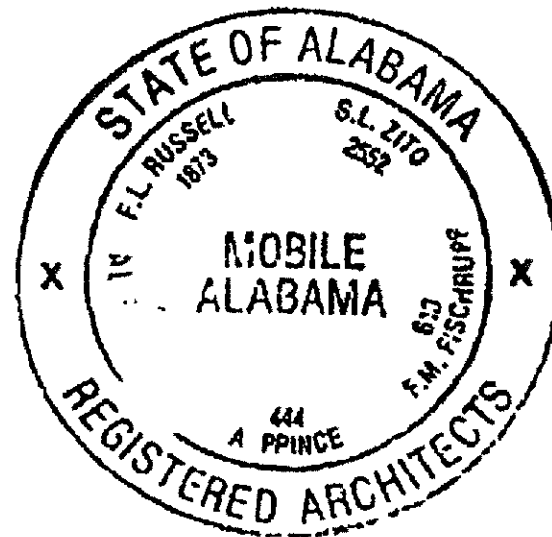
I, the undersigned, F. M. Fischrupp, a registered architect in the State of Alabama, Number 613, hereby certify that the PLANS labeled Exhibit "C", pages one (1) through twenty-two (22) inclusive, attached to and made a part of the Declaration of Condominium of Windward Pointe, a Condominium, show the layout, location, Unit numbers and dimensions of the Units and the improvements. I further certify that the PLANS show the dimensions of the improvements and the units and that the improvements shown on the PLANS are substantially complete. I further certify that to the best of my knowledge and belief the PLANS contain all of the information required by Section 35-8A-209 Code of Alabama (1975).

F.M. FISCHRUPP
Registered Architect 613
License Number 613

HIS 0077 PAGE 1428

Date: March 21 1994

Subscribed and sworn to
before me this the 21st
day of March
1994.



Christ E. Union
NOTARY PUBLIC
State at Large

My Commission Expires APRIL 0, 1994

EXHIBIT C

Exhibit D from the original Declaration recorded in the records of the Judge of Probate of Baldwin County, Alabama at Miscellaneous Book, Pages 1429 through 1430.

EXHIBIT "D"

PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
AND ALLOCATION OF COMMON EXPENSES AND VOTES

<u>UNIT NUMBER</u>	<u>PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS AND ALLOCATION OF COMMON EXPENSES</u>	<u>NUMBER OF VOTES</u>
100	1.176471%	1
101	1.176471%	1
102	1.176471%	1
103	1.176471%	1
104	1.176471%	1
105	1.176471%	1
106	1.176471%	1
201	1.176471%	1
202	1.176471%	1
203	1.176471%	1
204	1.176471%	1
205	1.176471%	1
206	1.176471%	1
301	1.176471%	1
302	1.176471%	1
303	1.176471%	1
304	1.176471%	1
305	1.176471%	1
306	1.176471%	1
401	1.176471%	1
402	1.176471%	1
403	1.176471%	1
404	1.176471%	1
405	1.176471%	1
406	1.176471%	1
501	1.176471%	1
502	1.176471%	1
503	1.176471%	1
504	1.176471%	1
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506	1.176471%	1
601	1.176471%	1
602	1.176471%	1
603	1.176471%	1
604	1.176471%	1
605	1.176471%	1
606	1.176471%	1
701	1.176471%	1
702	1.176471%	1
703	1.176471%	1
704	1.176471%	1
705	1.176471%	1
706	1.176471%	1

MIS-0077 PAGE 1429

EXHIBIT "D", PAGE 2

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1504	1.1764718	1
1505	1.1764718	1
1506	1.1764718	1

MISC 0077 PAGE 1430

EXHIBIT D

Exhibit F from the original Declaration recorded in the records of the Judge of Probate of Baldwin County, Alabama at Miscellaneous Book, Pages 1432 and 1447.

EXHIBIT "F"
PAGE 1

REC- 204 MAR 22 1932

STATE OF ALABAMA

COUNTY OF POHLE

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN H. TURNER and JULIA H. TURNER, husband and wife, parties of the first part, for and in consideration of the sum of THREE THOUSAND and no/100 (\$3,000.00) DOLLARS, to us in hand this day paid by ERNEST H. MCGINSON, party of the second part, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL and CONVEY unto the said ERNEST H. MCGINSON, party of the second part, and unto his heirs and assigns forever, the following described real property located in the County of Baldwin, State of Alabama, viz:

Beginning at the Northeast corner of Section Eighteen (18) Township Nine (9) South, Range Five (5) East and run thence West along the North line of said Section Eighteen (18) two thousand seven hundred one and three-tenths (2701.3) feet, more or less, to the North and South half section line of said Section Eighteen (18), marked by a six (6) inch square post, thence run South along said half section line twelve hundred (1200) feet, more or less, to a point on the South line of the right-of-way of the State Highway, recently located through said Section Eighteen (18), said point being marked by a six inch (6") by six (6") inch concrete pillar, thence run easterly along the South line of the right-of-way of said State Highway, five hundred twenty-three and five-tenths (523.5) feet to a point, marked by an iron pipe, said point being the Northwest corner of land sold by the grantors to ERNEST H. MCGINSON on the 21st day of September, 1930, thence continue North seventy-six (76) degrees East along the South line of said land sold to ERNEST H. MCGINSON, three hundred (300) feet to a point, said point being the Northwest corner of said land sold to ERNEST H. MCGINSON, thence run North to the point of beginning, thence continue South to the point of beginning, thence run South parallel to the East line of said Section 18 to a point on the North and South half line of the half of Section, thence run South westerly along the North and South half line of the half of Section, 1200 feet, to a point, thence run North along the East line of land of the said ERNEST H. MCGINSON, to the point of beginning.

It is particularly understood and agreed that the grantors reserve for themselves and their heirs and assigns perpetually, all oil, gas and minerals in, on and under said land and the right to enter upon said land for the purpose of recovering the same and exploring therefor and the right to lease said minerals or mineral rights and to receive and retain all rentals paid therefor.

TO HAVE WITH all the improvements and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above unto the said ERNEST H. MCGINSON, party of the second part, and unto his heirs and assigns, in fee simple.

MISC 00777 PAGE 1A32

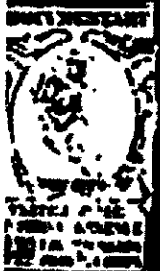
EXHIBIT "F"
PAGE 2

And the said parties of the first part do hereby covenant and agree with the said party of the second part that they are seized of an indefeasible estate in fee simple of said property; and that they have the lawful right to sell and convey the same in fee simple; that said property is free from all encumbrances, except reservation of minerals hereinabove referred to; and that they will forever warrant and defend the title to the same and the possession thereof, unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims of all persons whomsoever, except those claiming under the reservation of minerals aforementioned.

EXX 294 227

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of August, 1888.

MISC 00777 PAGE 1433



John A. Clark
JOHN A. CLARK

John A. Clark
JOHN A. CLARK

[Faint, mostly illegible text, likely the body of a deed or contract.]

STATE OF MISSOURI, LAMAR COUNTY
1888/2-27-02 1437
12/01 13/00
by *[Signature]*

THIS PAGE MAY NOT MICROFILM
LEGIBLY

STATE OF ALABAMA
COUNTY OF BALDWIN

226 - 508

BEFORE ALL MEN BY THESE PRESENTS, that we, ROSE M. TURNER and JUSTA
B. WILSON, his wife, parties of the first part, for and in consideration
of the sum of ONE AND 80/100 (\$1.80) DOLLARS, the receipt of which is
acknowledged, and of the friendship and affection we feel toward E. H.
MOULTON, party of the second part, do hereby GIVE, GRANT and CONVEY unto
the said E. H. MOULTON, party of the second part, and unto his heirs and
assigns forever, the following described real property, located in the

County of Baldwin, State of Alabama, viz:
That certain block of land described as follows:
Beginning at the Northeast corner of the ...
(15) Township line (5) South, ...
... along the North line ...
... (15) ...
... (15) ...
... (15) ...

1st Mineral Stamp at \$100

11/19/58

W. H. ...

MISC 00777 PAGE 1436

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LEGIBLY _____

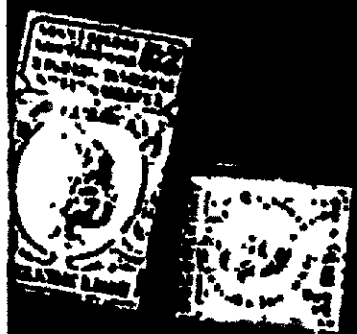
ty is free from all encumbrances; except reservation of minerals herein-
above referred to; and that they will forever warrant and defend the title

-2-
to the same and the possession thereof, unto the said party of the second
part, and unto his heirs and assigns forever, against the lawful claims
of all persons whomsoever, except those claiming under the reservation
of minerals aforementioned.

IN WITNESS WHEREOF, we have hereto set our hands and seals this
14 day of March, 1936.

Boel H. Tucker (SAL)
Boel H. Tucker

Charles B. Tucker (SAL)
Charles B. Tucker



MISC 00777 PAGE 1437

THIS PAGE MAY NOT BE REPRODUCED
LEGIBLY

perpetually, all oil, gas and minerals in, on and under said land and the right to enter upon said land for the purpose of removing the same and exploring therefor and the right to lease said minerals or mineral rights and to receive and retain all rentals paid therefor.

together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said grantee, her successors and assigns, forever.

IN WITNESS WHEREOF, the grantor has hereunto set her hand

STATE OF ALABAMA, and seal on this the 24th day of October, 1972.

BALDWIN COUNTY
I certify that the foregoing was read and the following tax collected on

NOV 7 1972
100
State of Alabama
County of Baldwin
Notary Public

Theodosia E. Megginson (SEAL)
Theodosia E. Megginson,
individually and as Executrix
under the Last Will and Testament
of Ernest M. Megginson, Deceased.

State of Alabama)
County of Mobile)

I, the undersigned notary public in and for said state and county, hereby certify that Theodosia E. Megginson whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 24th day of October, 1972.

Perry A. Toumanian
Notary Public, Mobile County, Alabama

State of Alabama)
County of Mobile)

I, the undersigned notary public in and for said state and county, hereby certify that Theodosia E. Megginson whose name as Executrix under the Last Will and Testament of Ernest M. Megginson, deceased, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, in her capacity as such executrix, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal this the 24th day of October, 1972.

Perry A. Toumanian
Notary Public, Mobile County, Alabama

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FOR 436 372

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FEBRUARY 27 1900

STATE OF ALABAMA)
COUNTY OF BALDWIN)

KNOW ALL MEN BY THESE PRESENTS; that the undersigned, Eddleman and [unclear], an Alabama general partnership (the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Alabama Gulf Utility, Inc., a corporation (the "Grantee"), the receipt whereof is acknowledged, does hereby grant to said Grantee, its successors and assigns, a right-of-way and easement for the purpose of laying, constructing, erecting, setting, installing, renewing, repairing, maintaining, operating, removing, changing the size of, relocating and/or replacing at will, one or more water lines, meters, and appurtenances thereto, and the right of ingress to and egress from said easement and right-of-way for the purpose of laying, constructing, renewing, maintaining, repairing, replacing, relocating, operating, and/or removing at will the said water line or lines, meter and appurtenances thereto, under and across the property of Grantor situated in the County of Baldwin, State of Alabama; to-wit:

See the legal description which is attached hereto as Exhibit "A" and incorporated herein by this reference.

The location of said water line(s), meter and appurtenances is shown on the site utility drawing, sheet # _____, dated _____, revised _____, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

Together with the free and unencumbered access to said easement, Grantor shall indemnify and hold Grantee harmless from any damage or injury to any property or improvement which may impede

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EXHIBIT "F"
PAGE 10


Grantee's access to said easement or ability to install, maintain, repair or replace said water line(s), meter and appurtenances or Grantor shall remove such impediment at Grantor's expense.

TO HAVE AND TO HOLD, the said easement perpetually to the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in Grantor's name on this the 10th day of April, 1985.

EDDLEMAN AND JUNEMAN,
an Alabama general partnership

By: [Signature]
George B. Juneman, Partner

 ALABAMA GULF UTILITIES, INC.

By: [Signature]
Its [Signature]

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EXHIBIT "F"
PAGE 11

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

I, the undersigned authority, a Notary Public in and for said State-at-Large, hereby certify that Tim Kearney, whose name as Vice President of Alabama Gulf Utility, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this 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 of office this 10th day of April, 1985.

[Signature]
Notary Public
My Commission Expires: 1-7-88
ROBYN L. DIERCKX
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES MAY 2, 1987

[SEAL]

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said State-at-Large, hereby certify that George B. Juneman, whose name as Partner of Eddleman and Juneman, a general partnership, 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 this instrument, he as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal of office this 10th day of April, 1985.

[Signature]
Notary Public
My Commission Expires: 1-7-88

ALABAMA STATE
NOTARY PUBLIC
BALDWIN COUNTY
[SEAL]

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AGREEMENT

This Agreement is made and entered into by and between Eddleman and Juneman, an Alabama general partnership (the "Partnership") and Alabama Gulf Utilities, Inc., an Alabama corporation (the "Utility").

RECITALS

On September 27, 1984, the Partnership and the Utility entered into an agreement pursuant to which the Utility agreed to provide the Partnership water for certain property owned by the Partnership which is situated in Baldwin County, Alabama, and is more particularly described on Exhibit A to this Agreement (the "Property"). Under the terms and conditions of said agreement the Partnership has simultaneously with the execution of this Agreement granted to the Utility an easement ("Easement") for the purpose of permitting the installation of Utility's water lines and meters on the Property and for the purpose of permitting the Utility ingress and egress for the maintenance and inspection of the lines and meters installed on the Property. The Partnership has heretofore constructed a decorative wall on the Property described in the Easement, and the parties desire to enter into this Agreement to reflect their understanding with respect to the maintenance of the wall on the Easement.

AGREEMENT

NOW, THEREFORE, these premises considered, the parties hereto do hereby agree as follows:

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PAGE 13

1. The Partnership shall have the right to maintain a decorative wall over and upon the Easement in the same manner as before the granting of said Easement, except that the Utility shall have the right to temporarily alter or remove any portion of the wall which unreasonably interferes with the Utility's use of the Property as contemplated by the Easement. In the event that the Utility alters or removes any portion of the decorative wall, the Partnership shall have the right to reconstruct and/or replace said portion of the wall in the same manner as before said removal or alteration. Except for the maintenance of the decorative wall, the Partnership agrees not to interfere with the Utility's use of the Easement.

2. The Partnership agrees to provide the Utility reasonable access to the Easement for the purposes therein described through any entrances, streets, roadways, walkways, and parking areas that are constructed and maintained on the Property of the Partnership.

3. This Agreement will run with the land and shall be binding upon all parties having or acquiring any right, title or interest in and to the Easement or any part thereof, and shall be for the benefit of the Partnership as owners of the Property, and shall inure to the benefit of and be binding upon each successor in interest thereof.

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EXHIBIT "F"
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of April, 1985.

EDDLEMAN AND JONEMAN, an Alabama general partnership

By: [Signature]
Its Partner

ALABAMA GULF UTILITY, INC.

By: [Signature]
Its [Signature]

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

I, the undersigned authority, a Notary Public in and for said State-at-Large, hereby certify that W. D. Dancy, whose name as W. D. Dancy of Alabama Gulf Utility, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this 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 of office this 10th day of April, 1985.

[Signature]
Notary Public

My Commission Expires



[SEAL]

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said State-at-Large, hereby certify that George B. Juneman, whose name as

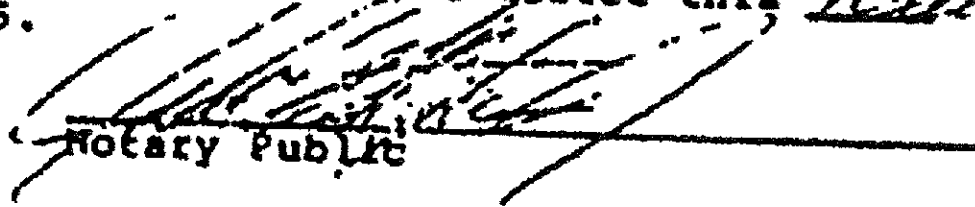
REC 335 MAR 10 1985

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EXHIBIT "F"
PAGE 15

Partner of Eddleman and Juneman, a general partnership, 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 this instrument, he as such partner and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal of office this 10th day of April, 1985.


Notary Public

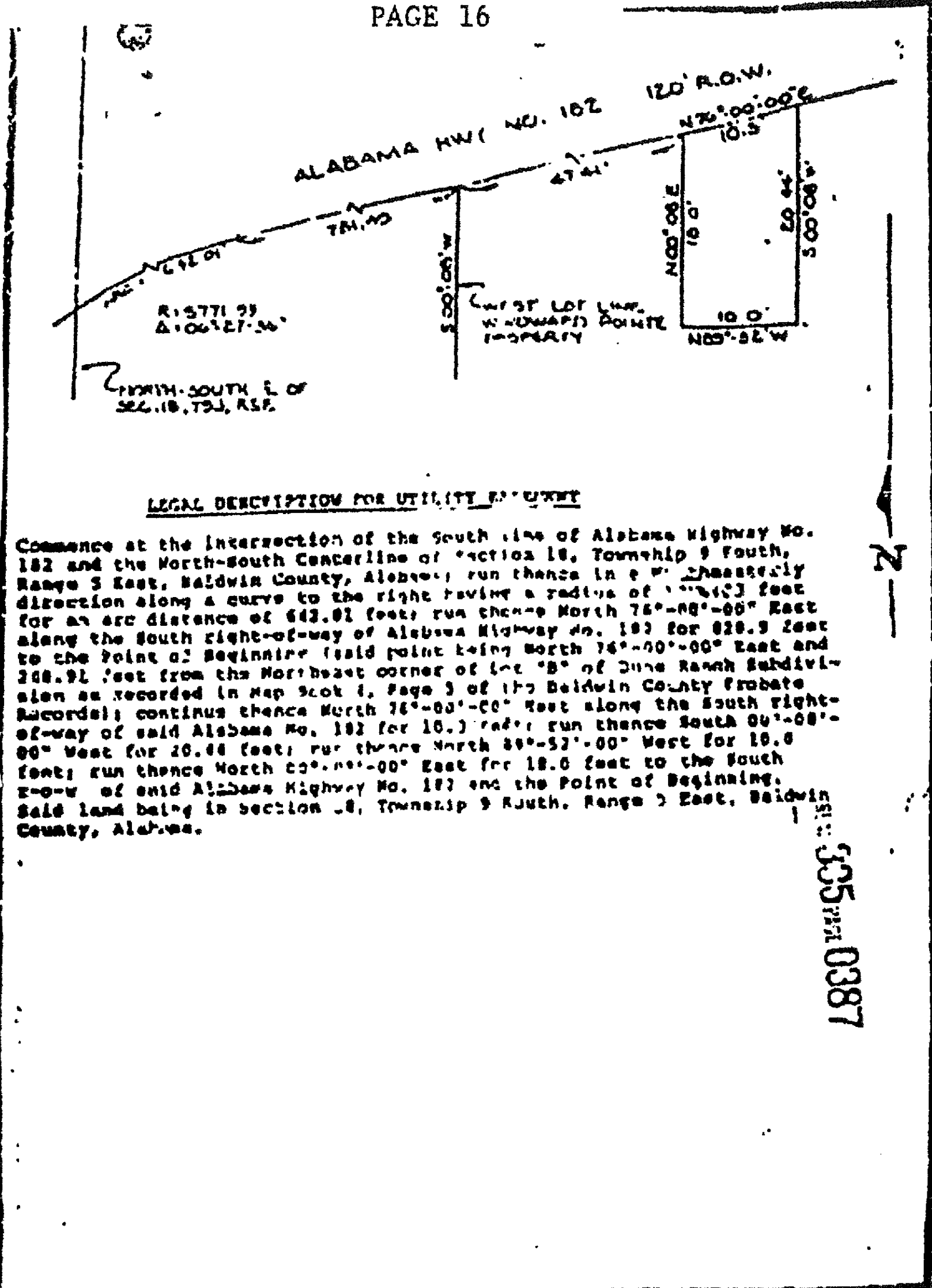
My Commission Expires: 1-7-88

[SEAL]

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LEGAL DESCRIPTION FOR UTILITY PURPOSES

Commence at the intersection of the south line of Alabama Highway No. 182 and the North-south Centerline of Section 18, Township 9 South, Range 3 East, Baldwin County, Alabama; run thence in a westerly direction along a curve to the right having a radius of 643.81 feet for an arc distance of 643.81 feet; run thence North 76°-00'-00" East along the south right-of-way of Alabama Highway No. 182 for 828.9 feet to the point of beginning (said point being North 76°-00'-00" East and 248.92 feet from the Northeast corner of lot "B" of June Ranch Subdivision as recorded in Map Book 1, Page 3 of the Baldwin County Probate Records); continue thence North 76°-00'-00" East along the south right-of-way of said Alabama No. 182 for 10.0 feet; run thence South 00°-00'-00" West for 20.0 feet; run thence North 89°-57'-00" West for 10.0 feet; run thence North 89°-57'-00" East for 18.0 feet to the South E-o-W of said Alabama Highway No. 182 and the Point of Beginning. Said land being in section 18, Township 9 South, Range 3 East, Baldwin County, Alabama.

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MISC 00777 PAGE 1447

WINDWARD POINTE CONDOMINIUM


 <p>PERRY A. HAND ENGINEERING & SURVEYING, INC. INCORPORATED P. O. BOX 478 GULF BREEZE, ALA 36560 TELEPHONE 934-720-7501</p>	SCALE: 1" = 10'	
	DATE: 01-21-85	PROJECT NO: E-507
	DRAWN BY: R. R. 1415	CHECKED BY:
	<p style="text-align: center;">EXHIBIT 14</p>	

EXHIBIT B

**AMENDED ARTICLES OF INCORPORATION OF WINDWARD
POINTE CONDOMINIUM ASSOCIATION, INC. (2022)**

AMENDED
ARTICLES OF INCORPORATION
OF
WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC.
(2022)

STATE OF ALABAMA

COUNTY OF BALDWIN

**AMENDED
ARTICLES OF INCORPORATION
OF
WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC.,
A NON PROFIT CORPORATION
(2022)**

INTRODUCTION

The original Articles of Incorporation for Windward Pointe Condominium Association, Inc. were recorded in the records of the Judge of Probate of Baldwin County, Alabama on March 30, 1994 at Miscellaneous Book 0077, Page 1454. The Association, by this instrument upon recording in the records of the Judge of Probate of Baldwin County, Alabama, does hereby amend the Articles of Incorporation, this instrument superseding the original Articles in their entirety.

ARTICLE I.

THE ASSOCIATION

Windward Pointe Condominium Association, Inc. was formed as a non-profit corporation under the Alabama Nonprofit Corporation Act [1975 Code of Alabama, Section 10-3A-1, et. seq.], in 1994. The following Amended Articles of Incorporation shall hereinafter control the operation of the corporation:

ARTICLE I – NAME

The name of this Corporation shall be Windward Pointe Condominium Association, Inc. (hereinafter the "Corporation" or the "Association").

ARTICLE II - PERIOD OF DURATION

The Association shall exist perpetually, unless terminated according to the terms of these Articles.

ARTICLE III - NOT FOR PROFIT

This Association is not organized for profit and the purpose for which the Association is organized is to provide an entity pursuant to the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975, §§ 35-SA-101, et seq., for the acquisition, operation, management, maintenance, care, control and administration of all those properties known as Windward Pointe, a Condominium, located in Orange Beach, Alabama (the "Condominium"). Any income received by the Association shall be applied only to the nonprofit purpose, and objectives of the Association and no part of the net earnings thereof shall inure to the benefit of any private member, officer, director, or individual. This Association shall be without capital stock. The members of this Association shall not be personally liable for the debts, liabilities or obligations of this Association.

ARTICLE IV - PURPOSES AND POWERS.

A. The Association shall have all the common law and statutory powers of a non-profit corporation and shall have all the powers which an association may have or exercise under the Alabama Uniform Condominium Act of 1991 (the "Condominium Act"), which are not in conflict with the terms of these Articles or the Declaration of Condominium of Windward Pointe, a Condominium (the "Declaration"), the same being recorded in the Probate records of Baldwin County, Alabama, as they may be amended from time to time, including, but not limited to the following (with the terms capitalized herein having the meanings set forth in the Declaration or the Condominium Act and to which reference is made hereto):

1. To acquire, hold, lease, mortgage or convey real, personal or mixed property wherever situated, including, without limit, Units in the Condominium;
2. To make and collect assessments against the members as provided in the Declaration to defray the costs, expenses and losses of the Condominium or any other business enterprise, venture or property interest of the Association, and to use the proceeds of the assessments in the exercise of the powers and duties herein provided;
3. To borrow funds to pay for such expenditures as may be authorized by the provisions of the Declaration;
4. To maintain, repair, replace, clean, sanitize and operate the property of the Condominium or the property of the Association;
5. To lease or grant easements or licenses for use of the Limited Common Elements or the Common Elements of the Condominium in a manner

not inconsistent with the rights of owners of the Units in the Condominium;

6. To enforce by legal means the provisions of Condominium Act, the Declaration, the Articles By-Laws of the Association, and the Rules and Regulations for the use of the property of Condominium or the Association;
7. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required to be performed by the Association;
8. The objects and purposes set forth in Article III of these Articles shall be construed as powers, as well as objects and purposes and the Association shall have and may exercise such powers as if such powers were set forth in full herein;
9. The Association shall have and may exercise all powers as shall enable it to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in Article III; and
10. The Association shall have and may exercise all powers set forth in any other Article of these Articles of Incorporation.

B. All funds and title to properties acquired by the Association and the proceeds therefrom shall be held in trust for the members of the Association in accordance with the provisions of the Condominium Act, the Declaration and the By-Laws of the Association.

ARTICLE V – MEMBERSHIP

The members of the Association shall consist of all of the record owners of Units in the Condominium. After termination of the Condominium, the members shall consist of those who were members of the Association at the time of such termination and their heirs, successors, and assigns. Membership in the Association shall be evidenced by a deed or other instrument establishing record title to a Unit in the Condominium recorded in the Probate Office of Baldwin County, Alabama. Upon such recordation, the Owner of the Unit designated by such instrument shall become a member of the Association and the membership of the prior Owner shall be terminated. The share of a member in the funds or assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Unit. The number of votes to be cast by Owner(s) of a Unit and the manner of exercising voting rights shall be determined by the Declaration and the By-Laws of the Association.

Notwithstanding the foregoing, any person or entity who holds an interest in a Unit in the Condominium merely as security for the performance of an obligation shall not be a member of the Association, unless and until such security holder or mortgagee has acquired title to the Unit pursuant to foreclosure or any proceeding in lieu thereof and the deed thereby evidencing title has been duly and properly recorded, at which time, such security holder or mortgagee shall become a member and the debtor's membership shall thereupon cease, regardless of whether or not there is an outstanding right of redemption to the Unit.

ARTICLE VI – DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors as shall be determined by the By-Laws; provided, however, that the Board of Directors shall consist of not less than three (3) Directors and not more than seven (7) Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws and as limited below. Vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Any Director may be removed, either with or without cause, at any time, by the affirmative vote of members entitled to cast not less than two-thirds (2/3) of the votes of the persons present in person or represented by proxy and entitled to vote at a meeting at which a quorum is present, and the vacancy in the Board caused by any such removal may be filled by the members at such meeting or at any subsequent meeting in the manner prescribed in the By-Laws for the filling of vacancies on the Board.

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall be vested in members of the Board of Directors and thereafter, by the members at any regular or special meeting upon the affirmative vote of the holders of not less than sixty-seven percent (67%) of the outstanding votes present at such meeting in person or represented by proxy.

ARTICLE VII – AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provision contained in these Articles in the manner now or hereafter provided by law and all rights conferred upon officers and Directors herein are granted subject to this reservation.

ARTICLE VIII - REGISTERED OFFICE AND AGENT

The Association shall maintain a registered office and a registered agent in Alabama.

ARTICLE IX - RELATED PARTY TRANSACTIONS

No contract or other transaction between the Association or any person, firm, association or corporation and no other act of the Association shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the Directors of the Association are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, association or corporation. Any Director of the Association individually, or any firm or association of which any Director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the Association, provided that the fact that he, individually, or such firm or association is so interested, shall be disclosed or known to the Board of Directors or a majority of the members thereof as shall be present at any meeting of the Board of Directors or of any committee of Directors having the powers of the full Board, at which action upon any such contract, transaction or other act is taken, and if such fact shall be so disclosed or known, any Director of the Association so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the Board of Directors or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he were not so related or interested. Any Director of the Association may vote upon any contract or other transaction between the Association and any affiliated corporation without regard to the fact that he is also a director of such affiliated corporation.

ARTICLE X – INDEMNIFICATION

The Association shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Association), by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Indemnification shall be controlled by the By-Laws.

ARTICLE XI – DISSOLUTION

The Association may be dissolved only with the assent given in writing and signed by the members entitled to cast sixty-seven percent (67%) of the vote of its membership.

Written notice of a proposal to dissolve, setting forth the reasons therefor and the disposition to be made of the assets (which shall be in accordance with Article XII hereof) shall be mailed to every member at least thirty (30) days in advance of any such action sought to be cast and shall be subject to prior approval of such dissolution by the Board of Directors.

ARTICLE XII - DISTRIBUTION UPON DISSOLUTION

Upon the dissolution of the Association, the assets of the Association shall be distributed to the members in the same manner as provided in the Declaration for the distribution of property subject thereto upon termination of the Condominium to the extent that any such distribution is not inconsistent with the provisions of the Condominium Act.

This Instrument Prepared By:
David F. Daniell
Daniell, Upton, Anderson, Law & Busby, P.C.
30421 State Highway 181
Daphne, AL 36527
(251) 625-0046

EXHIBIT C

**AMENDED BYLAWS OF WINDWARD POINTE
CONDOMINIUM ASSOCIATION, INC. (2022)**

AMENDED
BY-LAWS
OF
WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC.
(2022)

STATE OF ALABAMA

COUNTY OF BALDWIN

**AMENDED
BY-LAWS
OF
WINDWARD POINTE CONDOMINIUM ASSOCIATION, INC.
(2022)**

ARTICLE I.

THE ASSOCIATION

Section 1. Identity. These are the Amended By-Laws of Windward Pointe Condominium Association, Inc., a not for profit corporation (the "Association"), originally formed under the Alabama Non-Profit Corporation Act (Code of Alabama 1975 §§ 10-3A-1, et seq.) by filing the Articles of Incorporation of the Windward Pointe Condominium Association, Inc. (the "Articles"), with the Office of the Judge of Probate of Baldwin County, Alabama, on March 30, 1994 at Miscellaneous Book 0077, Page 1454. The Association was organized for the purpose of providing for the acquisition, operation, management, maintenance, care, control and administration of Windward Pointe, A Condominium (the "Condominium"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991 (Code of Alabama §§ 35-SA-101, et seq.) (the "Condominium Act") and the Declaration of Condominium of Windward Pointe, A Condominium (the "Declaration"), as filed with the Office of the Judge of Probate of Baldwin County, Alabama, and as subsequently amended. The original By-Laws of the Association by Instrument were recorded in the records of the Judge of Probate of Baldwin County, Alabama on March 30, 1994 at Miscellaneous Book 0077, Page 1390, and subsequently amended by Instruments recorded in the records of the Judge of Probate of Baldwin County, Alabama on January 12, 1997 and December 10, 2008 at Miscellaneous Book 91, Page 1436, and as Instrument Number 1152893. This Amendment, intended to include prior amendments, and to make changes deemed necessary for the convenient operation of the Condominium desired by the Board of Directors of the Association and its Membership, was adopted by Resolution of the Board of Directors at a duly called meeting of the Board, and thereafter, adopted by a vote of 67% of the Membership of the Association at a duly called meeting of the Membership. These Amended By-Laws of Windward Pointe Condominium Association, Inc. (2022) shall replace, and in all manner, be substituted for, the original By-Laws and all prior amendments thereto. The terms capitalized herein shall be deemed to have the meanings set forth in the Declaration and the Condominium Act.

Section 2. Principal Office. The principal office of the Association shall be located in Baldwin County, Alabama. The Association may have such other offices, within the State of Alabama, as the Board of Directors may designate or require from time to time.

Section 3. Registered Office. The registered office of the Association shall be maintained in the State of Alabama. The address of the registered office of the Association may be changed from time to time by the Board of Directors.

ARTICLE II.

MEMBERSHIP

Section 1. Annual Meeting. The annual meeting of the Membership shall be held on the second Saturday in the month of November in each year, at 10:00 a.m., or at such other time on such other day within such month as shall be determined by the Board of Directors for the purpose of electing directors, adoption of an annual budget for the upcoming calendar year, and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of directors is not held on the day designated here in for any annual meeting of the Membership, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Membership as soon thereafter as may be convenient, as determined by the Board of Directors. In the event of natural disaster such as hurricane or tropical storm, or emergency such as civil unrest or pandemic, as determined in the reasonable judgment of the Directors, the annual meeting of the Membership may be delayed until such time as the Board of Directors, in its sole discretion, shall determine the conduct of annual meeting is appropriate under the circumstances.

Section 2. Special Meetings. Special meetings of the Membership, for any purpose, unless otherwise prescribed by statute, may be called by the President, or by a majority of the Board of Directors, or by the President or the Secretary at the request of holders of not less than twenty (20%) percent of the outstanding votes of the Membership.

Section 3. Place of Meeting. The Board of Directors may designate any place, within Baldwin County, Alabama, as the place of meeting for any annual meeting or special meeting of the Membership. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Association. Attendance at an annual meeting may be by Zoom, Skype, or other electronic media, if determined by the Board of Directors, in its sole discretion, to be appropriate and feasible for the conduct of the annual meeting under the circumstances then prevailing.

Section 4. Notice of Meeting. Written, printed, or electronic notice stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of an annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personal hand delivery, by U. S. mail, by electronic mail, or facsimile by or at the direction of the President, or the Secretary, to each member of record entitled to vote at such meeting. If mailed, 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 in the records of the Association, with postage thereon prepaid. If electronically mailed or sent by facsimile, such notice shall be deemed to be delivered when sent, addressed to the member at his address as it appears in the records of the Association as verified by the Secretary.

Section 5. Fixing of Record Date. The Board of Directors may fix in advance a date as the record date for the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or for any other proper purpose, such date in any case to be not more than thirty (30) days and not less than ten (10) days prior to the date on which the particular action requiring such determination of members is to be taken. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of the membership, the date on which notice of the meeting is given shall be the record date for such determination of members. When a determination has been made, as provided in this section, such determination shall apply to any adjournment thereof.

Section 6. Voting Lists. The officer or agent having charge of the records of members of the Association shall make, at least ten (10) days before each meeting of the Membership, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address and Unit number for each member and the number of votes to which he is entitled. This list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by a member making written request therefore at any time during usual business hours. Such list shall also be available and subject to inspection by any Member at the time and place of the meeting until adjournment during the entire time of the meeting.

Section 7. Quorum. The presence at any meeting of the Membership of the members entitled to cast twenty (20%) percent of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the members so represented may adjourn the meeting and reconvene from time to time without further notice. At any such reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been

transacted at the meeting as originally noticed. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 8. Majority Vote. The vote of members entitled to cast a majority of the votes represented at a meeting of the Membership at which a quorum is present shall be the act of the members of the Association, unless the vote of a greater number is required by law, the Declaration, the Articles, or these By-Laws.

Section 9. Proxies. At any meeting of the Membership, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. A proxy is void if it is not executed, dated or purports to be revocable without notice. Such proxy shall be filed in person, by U. S. Mail, by electronic mail, or by facsimile with the Secretary of the Association before the beginning of a meeting. No proxy shall be valid after one year from the date of its execution. Unless a different term is stated in the proxy, the proxy shall expire at the adjournment of the meeting for which the proxy was provided.

Section 10. Voting Rights. If only one of the multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

Section 11. Informal Action by Members. Any action required to be taken at a meeting of the Membership, or any other action which may be taken at a meeting of the Membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE III.

BOARD OF DIRECTORS

Section 1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The Board of Directors shall consist of seven (7) directors who shall serve staggered terms, so that no less than three (3), nor more than four (4) directors shall be elected at each annual meeting of the Members. The By-Laws may be amended from time to time as provided for herein to

increase or decrease the number of directors of the Association to not less than three (3) nor more than seven (7) directors. Each director shall hold office for a term of two (2) years, until his successor shall have been duly elected and qualified, or until his death, resignation, or removal, as provided for herein.

Section 3. Election of Directors. Election of directors entitled to be elected by the members shall be held at the annual meeting of the Membership. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. The Owner of each whole Unit shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled at the time of the election. There shall be no cumulative voting.

Section 4. Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after the annual meeting of the Membership. Any other regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or by a consent and waiver of notice thereof, signed by all directors. The Board of Directors may provide, by resolution, the time and place, within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution. Meetings of the Board of Directors may be conducted telephonically, or by Zoom, Skype, or other electronic media in the discretion of the Board, based upon the circumstances prevailing.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President, or at the request of any two (2) directors.

Section 6. Notice. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally or mailed to each director at his address of record, by personal hand delivery, U. S. Mail, electronic mail, or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by electronic mail or facsimile, such notice shall be deemed to be delivered when the electronic mail or facsimile is sent. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the number of directors determined in the manner fixed by Section 2 of this Article III shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the directors present may adjourn the meeting and thereafter reconvene from time to time without further notice. If a quorum is present when the

meeting is convened, the directors present may continue to do business, taking action by a vote of the majority of a quorum, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum present, or the refusal of any director present to vote.

Section 8. Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 9. Action Without a Meeting. Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting by consent in writing, setting forth the action so taken, and signed by all of the directors.

Section 10. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by a majority of the remaining directors, except as otherwise provided in Section 3 above. A director elected or appointed, as the case may be, shall be elected or appointed for the unexpired term of his predecessor in office.

Section 11. Compensation. By resolution of the Board of Directors, the directors may be reimbursed their expense, if any, of attendance at each meeting of the Board of Directors.

Section 12. Committees. The Board of Directors may, by resolution or resolutions, adopted by a majority of the whole Board, designate one or more committees, each of which shall consist of two (2) or more Members, at least one of which shall also be a director, and which, to the extent provided in said resolution or resolutions or in the By-Law of the Association shall have and may exercise all of the powers of the Board of Directors in the management of the activities and affairs of the Association and may have power to authorize the seal of the Association to be affixed to all papers to which may require it, except that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the By-Laws; electing, appointing or removing any member of any such committee or any director or officer of the Association; amending the Articles, restating the Articles, adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Association; authorizing the voluntary dissolution of the Association or revoking proceedings therefor; adopting a plan for the distribution of assets of the Association; or amending, altering or repealing any action or resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation of such committee or committees or the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or him by law.

Section 13. Resignations. Any director of the Association may resign at any time, either by oral tender of resignation at any meeting of the Board, or by giving written notice thereof to the President or the Secretary of the Association. Such resignation shall take effect at the time specified therefor and the acceptance of such resignation shall not be necessary to make it effective.

Section 14. Place of Meeting. The Board of Directors may designate any place within or without the State of Alabama as the place of meeting for any regular or special meeting of the Board of Directors.

Section 15. Presumption of Assent. A director of the Association who is present at a meeting of the Board of Directors at which action on any matter is taken shall be presumed to have assented to the action taken unless (a) his dissent shall be entered in the minutes of the meeting, (b) he should file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or (c) he should forward such dissent by registered or electronic mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

ARTICLE IV.

OFFICERS

Section 1. Number. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except no person shall hold both the offices of President and Secretary. The failure of the Board of Directors to elect any officers other than a President, a Treasurer and a Secretary shall not constitute a violation of these By-Laws. An officer must be a member of the Association and a director of the Board.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the Membership. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his successor shall have been duly elected and qualified, or until his death, resignation, or removal in the manner hereinafter provided.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed at any time by a majority vote of the Board of Directors, whenever in their judgment the best interests of the Association will be served thereby. Election or

appointment of an officer shall not of itself create any contract rights in favor of such officer.

Section 4. Vacancies. A vacancy in any office elected or appointed by the Board of Directors because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Membership. He may sign, with the Secretary or an Assistant Secretary, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death, inability or refusal to act, the Vice president shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as may be assigned to him by the President or by the Board of Directors.

Section 7. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members and of the Board of Directors in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents the execution of which on behalf of the Association under its seal is duly authorized; (d) keep a register of the address(es) of each member which shall be furnished to the Secretary by such member; (e) have general charge of the transfer books of the members of the Association; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article V of these By-Laws; and (c) in general perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors. If required by the Board of Directors,

the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 9. Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors. Assistant Treasurers shall, if required by the Board of Directors, shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

ARTICLE V.

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness 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 from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Proxies. Unless otherwise provided by resolution of the Board of Directors, the President may from time to time appoint an attorney or agent of the Association, in the name and on behalf of the Association, to cast the votes which the Association may be entitled to cast as the holder of stock or other securities in any other corporation any of whose stock or other securities may be held by the Association, at meetings of the holders of the stock or other securities of such other corporation, or to consent in writing, in the name and on behalf of the Association, as such holder, to any action by such other corporation, and may instruct the person or persons so appointed as to the manner of casting such votes of giving such consent, and may execute or cause to be executed, in the name and on behalf of the Association and under its corporate seal or

otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VI.

BOOKS AND RECORDS

Section 1. Accounting. The Association shall keep complete books and records of account and shall keep minutes of the proceedings of the members, the Board of Directors and committees thereof and shall keep at its registered or principal office in Alabama a record of the names and addresses of the members entitled to vote, as well as directors and officers. The accounting records shall be maintained in accordance with generally accepted accounting principles. All books and records of the Association shall be open to inspection by the members or their authorized representatives for any proper purpose at any reasonable time convenient to the Board of Directors, in Baldwin County, Alabama. Such records shall include:

(a) Association Accounts. The receipts and expenditures of the Association shall be credited and charged to the appropriate account as set forth below.

(i) Current Expenses. All funds to be expended during the year for the maintenance of the Common Elements and Limited Common Elements (as defined in the Declaration) and the operation and working capital of the Association shall be held in the Current Expense Account. Any balance in this fund at the end of each year may be used to pay Common Expenses and Limited Common Expenses incurred in any successive year or may be placed in the Reserve Fund Account.

(ii) Reserve Funds. All funds to be expended for replacement, acquisition and repair of capital improvements which are a part of Common Elements and Limited Common Elements shall be held in the Reserve Fund Account.

(b) Member Accounts. An account for each member shall be maintained setting forth the name and address of the member, the interest percentage in the Common Elements and Limited Common Elements, if any, the amount of each assessment, the amounts and dates on which the assessments become due, the amounts paid upon the account and the balance due.

Section 2. Budget. Not less than one hundred twenty (120) days prior to the date set for the annual meeting each year, the Board of Directors shall adopt a proposed budget for the upcoming calendar year which shall include the estimated funds required to defray the Common Expenses and Limited Common Expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Within thirty (30) days of adoption of the proposed budget, copies of the budget and proposed

assessments shall be transmitted to each member of the Association along with notice of the annual or special meeting, at which the Unit Owners shall consider ratification of the budget. Unless at the meeting, a majority of all Unit Owners present in person or by proxy reject the budget, the budget shall be ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget for the last calendar year shall continue in effect until such time a new budget is ratified.

Section 3. Assessments. Subject to the provisions of the Declaration, regular assessments against the members for their shares of the Common Expenses shall be made annually for the upcoming calendar year no later than the annual meeting preceding the year for which the assessments are made. Such assessments shall be due in monthly installments, as may be determined by the Board of Directors of the Association. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Such assessments shall constitute a lien as provided for in the Declaration.

Section 4. Assessments for Emergencies. Subject to the provisions of the Declaration, assessments for Common Expenses for emergencies which cannot be paid from the annual assessments for Common Expenses shall be made only after notice of the need for such is given to the members concerned, and it shall be due not less than thirty (30) days after such notice in such manner as the Board of Directors of the Association may require in the notice of assessment. Such assessments shall constitute a lien as provided for in the Declaration.

Section 5. Audit or Compilation. An audit or compilation of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be made available for review by each member in Baldwin County, Alabama.

Section 6. Bonds. Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Directors, but shall not be less than three times the amount of the total annual assessments against members for Common Expenses and Limited Common Expenses. The premiums of such bonds shall be paid by the Association.

Section 7. Rules and Regulations and Violations. Subject to the provisions of the Declaration, the Board of Directors may establish, abolish or amend reasonable rules and regulations concerning the use of the Common Elements. The text of such rules and regulations shall be furnished or made available to the members. The Board shall have the power, upon violation of the rules and regulations, or upon violation of the terms of the Declaration or By-Laws to impose monetary fines on a member which shall constitute a lien and shall be enforceable in like manner as provided for assessments or to suspend for a reasonable period of time either the member's right to the use of Common facilities within the common Elements or the member's right to vote.

ARTICLE VII.

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Association under the provisions of these By-Laws, the Articles of Incorporation, the Declaration, the provisions of the Alabama Non-Profit Corporation Act, and any act amendatory thereof, supplementary thereto or substituted therefor, the provisions of the Alabama Condominium Act, and any act amendatory thereof, supplemental thereto or substituted therefor, or the Alabama Constitution, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether executed and delivered before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII.

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE IX.

INDEMNIFICATION

Section 1. Individual. The Association shall indemnify any person who was or is a party to, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Association. The Association shall indemnify any person who was or is a party to, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Section 3. Indemnification Where Successful. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsection (a) and (b), or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 4. Approval of Indemnification. Any indemnification under Sections (1) and (2) above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections (1) and (2), such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs (3), by independent legal counsel in a written opinion, or (4) by the Membership.

Section 5. Advance of Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case.

Section 6. Non-Exclusivity. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director,

officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X.

AMENDMENT

Section 1. Amendment to By-Laws. These By-Laws may be amended, altered or repealed by the members at any regular or special meeting called for that purpose upon the affirmative vote of the holders of not less than sixty-seven percent (67%) of the outstanding votes present at such meeting in person or represented by proxy.

Section 2. Recordation. No modification or amendment to the By-Laws shall be valid and effective until the President and Secretary of the Association shall certify as to the adoption of such amendment and shall file their certificate setting forth the text of the amendment with the Office of the Judge of Probate of Baldwin county, Alabama.

This Instrument Prepared By:
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