

AMENDED DECLARATION OF CONDOMINIUM OF
BOARDWALK, A CONDOMINIUM

TABLE OF CONTENTS

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

SEP 13 1985 10⁴⁵ A M

and that no tax was collected. Recorded in

Book 552

Page 720 *William D. ...*

D.P. \$1.00 Index 1 By *DE*

I.	DEFINITIONS
II.	PURPOSE
III.	NAME
IV.	THE REAL PROPERTY
V.	DEVELOPMENT PLAN
5.01.	Plans
5.02.	Amendment
5.03.	Easements
	A. Utilities and Drainage
	B. Encroachments
	C. Support
	D. Access
5.04.	Improvements and Principal Material of which Constructed
5.05.	Units
	A. Horizontal Boundaries - Planes
	B. Vertical Boundaries - Planes
5.06.	Type of Units
5.07.	Unit Ownership
5.08.	Surfaces
5.09.	Changes
5.10.	Common Elements
5.11.	Exclusive and Semi-Exclusive Spaces and Areas
	A. Exclusive Terrace or Deck
	B. Zone B
5.12.	Limited Common Elements
VI.	COMMON ELEMENTS
6.01.	Ownership
6.02.	Use
6.03.	Share of Common Expenses
6.04.	Late Payment of Assessments
6.05.	Liens for Assessments
6.06.	Priority of Lien
6.07.	Disposition of Surplus
VII.	THE ASSOCIATION
7.01.	Powers and duties
7.02.	Name
7.03.	Members
7.04.	Voting Rights
7.05.	Designation of Voting Representative
7.06.	Restraint upon Assignment of Shares in Assets
7.07.	Board of Directors
7.08.	Indemnification
7.09.	Limitation of Liability
7.10.	BY-LAWS

MISC. 55 AGE 720

EXHIBIT "A"

Attached to Declaration of Condominium of
BOARDWALK, A CONDOMINIUM

THE REAL PROPERTY

Lots 32, 33, 40, 41, East 1/2 of 44 and West 1/2 of
45, First Addition of McPhillips Subdivision as recorded in
Map Book 4, Page 11.

Less and except all oil, gas and minerals lying in, on
or upon the above described real property which is reserved
herein to the Developer.

SUBJECT TO, HOWEVER:

Mineral reservations, easements, building setback
lines, rights-of-way, restrictions and any other matters of
record applicable to said property in the Probate Records of
Baldwin County, Alabama.

MISC.

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794

- 7.11. Proviso
- 7.12. Contracts
- 7.13. Availability of Records
- 7.14. Reserves for Replacements

VIII. MAINTENANCE

- 8.01. Units
 - A. Maintenance by the Association
 - B. Maintenance by the Unit Owner
- 8.02. Maintenance of the Common Elements
- 8.03. Addition, Alteration and Improvement of the Common Elements
- 8.04. Unit Owner's Covenants
- 8.05. Contracts for Maintenance
- 8.06. Exterior Surface

IX. INSURANCE

- 9.01. Purchase of Insurance
- 9.02. Authority to Purchase Insurance
- 9.03. Locations of Policies
- 9.04. Copies to Mortgagees
- 9.05. Authorization to do Business Coverage
- 9.06.
 - A. Casualty
 - B. Public Liability Insurance
 - C. Flood Insurance
 - D. Personnel Coverages
 - E. Fidelity Bonds
 - F. Other Insurance
- 9.07. Provisions
- 9.08. Liabilities and Responsibilities of Unit Owner
- 9.09. Insurance Premiums
- 9.10. Insurance Trustee; Shares of Proceeds
- 9.11. Shares of Proceeds
 - A. Common Elements
 - B. Units
 - C. Mortgagees
- 9.12. Distribution of Proceeds
 - A. Reconstruction or Repair
 - B. Failure to Reconstruct or Repair

X. RECONSTRUCTION OR REPAIR AFTER CASUALTY

- 10.01. Determination to Reconstruct or Repair
- 10.02. Plans and Specifications
- 10.03. Responsibility
- 10.04. Estimate of Cost
- 10.05. Assessments
- 10.06. Construction Funds
 - A. Disbursement
 - B. Unit Owner
 - C. Surplus

XI. EMINENT DOMAIN

- 11.01. Proceeds
- 11.02. Disbursement of Funds
- 11.03. Unit Reduced but Habitable
 - A. Restoration of Unit

- 11.04. B. Distribution of Surplus
- C. Adjustment of Shares in Common Elements
- Unit Made Unhabitable
- A. Payment of Award
- B. Addition to Common Elements
- C. Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus
- D. Assessments
- E. Arbitration
- 11.05. Taking of Common Elements

XII. USE RESTRICTIONS

- 12.01. Units
- 12.02. Nuisances
- 12.03. Lawful Use
- 12.04. Use of Common Elements
- 12.05. Unrestricted Right of Transfer
- 12.06. Leases
- 12.07. Regulations
- 12.08. Proviso
- 12.09. Restrictions on Mortgaging Units

XIII. AMENDMENT

- 13.01. Authority to Amend
- 13.02. Notice
- 13.03. Resolution
- 13.04. Agreement
- 13.05. Proviso
- 13.06. Execution and Recording

XIV. PURCHASE OF CONDOMINIUM UNIT BY ASSOCIATION

- 14.01. Decision
- 14.02. Limitation

XV. NOTICE OF LIEN OR SUIT

- 15.01. Notice of Lien
- 15.02. Notice of Suit
- 15.03. Failure to Comply

XVI. RULES AND REGULATIONS

- 16.01. Compliance
- 16.02. Enforcement
- 16.03. Negligence
- 16.04. No Waiver of Rights

XVII. GENERAL PROVISIONS PERTAINING TO MORTGAGES

- 17.01. Lender's Notice
- 17.02. Blanket Mortgages

XVIII. TERMINATION

- 18.01. Unanimous Agreement

XIX. COVENANT AGAINST PARTITION

- 19.01. Covenant Against Partition

XX. MISCELLANEOUS

- 20.01. Intent
- 20.02. Covenants, Conditions, and Restrictions
- 20.03. Severability
- 20.04. Taxation of Condominium Parcels
- 20.05. Notice
- 20.06. Governing Law
- 20.07. Waiver
- 20.08. Ratification
- 20.09. Captions
- 20.10. Assignment
- 20.11. Costs and Attorney's Fees

MISC. 55-AGE 723

I certify that this instrument was filed on

MAY 14 1987

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AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
BOARDWALK, A Condominium

and that no fee was collected. Recorded in
Misc. Book 57
Page 177 of Probate
D.P. 120 Index \$ _____ By: m

The Declaration of Condominium of BOARDWALK, A Condominium, dated June 6, 1984, recorded in Miscellaneous Book 50, Pages 893- 936, and amended by Instrument dated August 27, 1985 and recorded in Miscellaneous Book 55, Pages 720 - 857, is hereby further amended by the BOARDWALK ASSOCIATION, INC. to read as follows:

Paragraph 9.06 is amended to add the following:

(G) "The Board of Directors shall utilize every reasonable effort to secure a master policy that will provide as follows: That the property insured shall mean all of the Common Elements and the inside and outside of all the units comprising the Condominium Property as defined in the Declaration including all bathroom and kitchen cabinet work and fixtures and all built-in appliances, inlaid floor coverings, wall coverings, originally installed within a Unit by the Declarant together with all mechanical systems and installations providing service to any unit and all other elements comprising Common Elements also...The Property insured shall not include furniture, furnishings, freestanding appliances and other personal property supplied or installed by the unit owners, unless the same constitute like kind replacements for the Property originally installed within the unit by the developer."

DATED THIS 13th day of December, 1986.

BOARDWALK ASSOCIATION, INC.

By: David Bowen Hank
Its: Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Marie L. L., a Notary Public in and for said County in said State, do hereby certify that David Bowen Hank as Secretary of BOARDWALK ASSOCIATION, INC., whose name 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and seal this 13th day of December, 1986.

Marie L. L.
NOTARY PUBLIC
Commission Expires 12/31/88

This Instrument Prepared By:

Michael J. Salmon
P.O. Box 162
Gulf Shores, AL 36542

AMENDED DECLARATION OF CONDOMINIUM

OF

BOARDWALK, A CONDOMINIUM

THIS AMENDED DECLARATION, made this 27th day of August, 1985, by YOUNG'S-BY-THE-SEA, LTD., an Alabama Limited Partnership, herein called the "DEVELOPER", for itself, its successors, grantees and assigns.

RECITALS

The DEVELOPER did record a Declaration of Condominium of BOARDWALK, A CONDOMINIUM, in Miscellaneous Book 50, Pages 893-932 and amended by document recorded in Miscellaneous Book 55, Page 51 et seq. and the "as-built" drawings of BOARDWALK, A CONDOMINIUM in Apartment Book 8, Pages 156-195 and in Apartment Book 10, Pages 289-313 re-recorded in Apartment Book 11, Pages 187-212, all in the records of the office of the Judge of Probate of Baldwin County, Alabama, and the specifications of BOARDWALK, A CONDOMINIUM recorded in Miscellaneous Book 50, Pages 937-1082.

The DEVELOPER desires to amend the Declaration of Condominium "as-built" Plans and the specifications of BOARDWALK, A CONDOMINIUM by the execution of this Amended Declaration, which Amendment with exhibits shall take the place of and supercede the terms and conditions of all previously recorded documents.

ADDITIONAL RECITALS

The DEVELOPER is the fee simple Owner of that certain parcel of Real Property situated in the County of Baldwin, State of Alabama, hereinafter more particularly described, and intends to improve said Real Property in the manner set out herein.

The DEVELOPER proposes to establish a Condominium pursuant to the provisions of the Alabama Condominium

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724

Ownership Act. The Condominium shall be known as BOARDWALK,
A CONDOMINIUM.

The Condominium will consist of one (1) main building containing a total of seventy-three (73) Units, and a separate building containing one (1) Unit identified on the Plans as Unit 200-F together with access, parking and other facilities as hereinafter described.

The Condominium will be created by the recording of this Declaration, which may be amended as provided for herein.

NOW, THEREFORE, the DEVELOPER, hereby makes the following Amended Declaration which shall take the place of and supercede the Declaration of Condominium of BOARDWALK recorded in Miscellaneous Book 50, Pages 893-932 as amended in Miscellaneous Book 55, Page 51 et seq., the "as-built" drawings of BOARDWALK recorded in Apartment Book 8, Pages 156-195 and in Apartment Book 10, Pages 287-313 and re-recorded in Apartment Book 11, Pages 187-212 and the specifications of BOARDWALK, A CONDOMINIUM recorded in Miscellaneous Book 50, Pages 937-1082 all in the records in the office of the Judge of Probate of Baldwin County, Alabama.

DEFINITIONS

The terms used in this Amended Declaration and in the Amended By-Laws shall have the meanings stated in the Alabama Condominium Ownership Act, and as follows, unless the context otherwise requires:

1.01. "Act" means the Alabama Condominium Ownership Act, Code of Alabama 1975, Section 35-8-1, et seq.

1.02. "Amended Declaration" means this Amended Declaration of Condominium and any amendments thereto which may be made from time to time.

1.03. "Amended By-Laws" means the duly adopted amended By-Laws of the Association and identified as EXHIBIT "C"

attached hereto and made a part hereof as if set out fully herein.

1.04. "Articles" means the Articles of Incorporation of the Association, recorded in the office of the Judge of Probate of Baldwin County, Alabama.

1.05. "Assessment" means a proportionate share of the funds required for the payment of the Common Expenses which from time to time may be levied against each Unit Owner.

1.06. "Association" means BOARDWALK ASSOCIATION, INC., an Alabama not for profit corporation, and its successors, and is the Association of the Unit Owners referred to in the Act.

1.07. "Board" means the Board of Directors of the Association.

1.08. "Building" means all structures or structural improvements located on the Real Property and forming part of the Condominium.

1.09. "By-Laws" means the duly adopted By-Laws of the Association identified as EXHIBIT "C" attached hereto and made a part hereof as if set out fully herein.

1.10. "Common Elements" means common areas and facilities, including but not limited to all parts of the Condominium Property not included within the Unit boundary as described hereinafter, and shall include the utility spaces, the tangible personal property required for the maintenance and the operation of the Condominium as well as the items stated in the Act.

1.11. "Common Expenses" means the expenses arising out of the ownership of the Common Elements, including expenses incurred in the maintenance, administration, improvement, and repair of the Common Elements whether incurred or established by the Board, for which the Unit Owners are liable to the Association in accordance with the terms of the Condominium Documents.

- 1.12. "Common Surplus" means the excess of all receipts of the Association arising out of the Common Elements over the amount of the Common Expenses.
- 1.13. "Condominium" means the BOARDWALK, A CONDOMINIUM, and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration.
- 1.14. "Condominium Documents" means the Declaration, By-Laws, Articles and all exhibits attached thereto as the same may be amended from time to time.
- 1.15. "Condominium Property" or "Property" means all property, both real, personal or mixed, covered by the Declaration and includes the Real Property and all improvements now existing or hereafter placed thereon and all easements, rights, interests or appurtenances thereto, and all personal property now or hereafter used in connection therewith.
- 1.16. "Declaration" means this Amended Declaration of Condominium and any amendments thereto which may be made from time to time.
- 1.17. "Developer" means YOUNG'S-BY-THE-SEA, LTD., an Alabama Limited Partnership, and its successors and assigns.
- 1.18. "Development" shall have the same meaning as "Condominium Property" or "Property".
- 1.19. "Member" means a member of the Association, membership in which is confined to Unit Owners.
- 1.20. "Mortgagee" means any lender holding a mortgage on any part or all of the Condominium Property.
- 1.21. "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

1.22. "person" means a natural person, a corporation, a partnership, a limited partnership, the Association, a Trustee, or other legal entity.

1.23. "Plans" mean the site plan, floor plans, and elevations of the Condominium prepared by a registered architect or licensed professional engineer which are marked EXHIBIT "B" and attached hereto and expressly made a part hereof as though fully set out herein. The Plans contain a verified statement of a registered architect or a licensed professional engineer that the drawings of the Condominium fully show and accurately depict the layout, location, Unit numbers, size and dimensions of the Units and the improvements "as built." The Plans are in sufficient detail to identify the Private Elements and the Common Elements of the Condominium.

1.24. "Real Property" means the Real Property which is hereby submitted to the Condominium form of ownership as provided for herein.

1.25. "Unit" or "Private Element" means a part of the Condominium Property designated and intended for private use of the Unit Owner.

1.26. "Unit Owner" means the Owner of a Unit.

1.27. "Utility Services" shall include but not be limited to electrical power, water, gas, garbage and sewage disposal.

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

PURPOSE

2.01. The DEVELOPER hereby submits the Real Property together with all improvements, Buildings, structures, and all other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the Condominium form of ownership and use in the manner provided for by the "Condominium Ownership Act", Code of Alabama 1975, Section 35-8-1, et seq.

NAME

3.01. The name by which this Condominium is to be known is BOARDWALK, A CONDOMINIUM. The Condominium is located at Gulf Shores, in the County of Baldwin, State of Alabama.

MISC. 55 AGE 729

THE REAL PROPERTY

4.01. The Real Property owned by the DEVELOPER which is herewith submitted to the Condominium form of ownership is the parcel of Real Property lying and being in Baldwin County, Alabama, and is more particularly described in EXHIBIT "A", which is attached hereto and expressly made a part hereof as though fully set forth herein.

DEVELOPMENT PLAN

5.01. Plans. The improvements are constructed by the DEVELOPER substantially in accordance with the Plans.

5.02. Amendment. This Declaration may be amended by the filing of such additional or amended Plans as may be

required to accurately describe the improvements of the Condominium and in order to show completion of improvements. Such completion may be shown by the filing of a verified statement of a registered architect or licensed professional engineer certifying that the completed improvements have been constructed substantially as herein represented or, if not so constructed, then designating the changes made and certifying that the Plans heretofore filed or being filed simultaneously with such certificate, fully and accurately depict the layout, location, Unit numbers, size and dimensions of the Units "as built." Such Plans, or certificate, or both, when signed and acknowledged by such registered architect or licensed professional engineer, and by the DEVELOPER, shall constitute an amendment to this Declaration without approval of the Association, Unit Owners, lessees or Mortgagees of Units of the Condominium, whether or not elsewhere required for an amendment.

5.03. Easements. Each of the following easements is reserved to the Association for the benefit of the Unit Owners, their guests and lessees and is a covenant running with the Real Property:

(A). Utilities and Drainage.

Easements are reserved throughout the Condominium Property as may be required for Utility Services and drainage in order to adequately serve the Condominium; provided, however, such easements to a Unit shall be only in accordance with the Plans or as the improvements are constructed, unless approved in writing by the Unit Owner. Each Unit shall have an easement as may be required to drain the Condominium Property adequately. Each Unit

Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere on the Condominium Property; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owners permitted use of the Unit, and except in the event of emergency, entries shall not be made without prior notice to the Unit Owner.

(B). Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such Building stands. In the event any Building, any Unit, any adjoining Unit, or any adjoining

Common Element shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Building or Buildings shall stand.

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

(D). Access. Each Unit shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, lobbies, elevators, stairways, walkways and lanes, and light passage ways, as the same may from time to time exist in the Common Elements; and for ingress and egress over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, but the same shall not give or create in any Person the right to park on any portion of the Condominium Property not designated as a parking area. This easement shall be non-exclusive and shall include the right of ingress and egress to a public street or

highway upon and over Common Elements providing such access and as shown on the Plans.

5.04. Improvements and Principal Material of which Constructed. The improvements constructed upon the Real Property include and are limited to a main building containing seventy-three (73) Units, and a separate building containing one (1) Unit identified on the Plans as Unit 200-F. The Buildings on the Real Property are constructed primarily of structural steel, concrete and masonry. The Condominium will also include access areas and parking areas located substantially as shown on the Plans.

5.05. Units. (Private Elements). Each Unit is assigned a number or letter or a combination thereof, which is indicated on the Plans so that no Unit bears the same designation as any other Unit. The legal description of each Unit shall consist of the identifying number or letter or a combination thereof as shown on the Plans, the name of the Condominium, the name of the County in which the Unit is situated, the name of the office in which this Declaration is recorded, and the book and page number where the first page of this Declaration is recorded, the description and location of the particular Units and the appurtenances are determined with the aid of the Plans. The Unit boundaries are determined as follows:

(a). Horizontal Boundaries. (Planes).

The upper and lower boundaries extended to their planer intersections with the vertical boundaries of each Unit shall be:

(i) Upper Boundary. The horizontal plane of the unfinished lower interior surface of the ceiling.

(ii) Lower Boundary. The

horizontal plane of the unfinished upper interior surface of the floor.

(b). Vertical Boundaries. (Planes).

The vertical boundaries of each Unit shall be the vertical planes of the interior surfaces of exterior windows and glass doors bounding a Unit and the unfinished interior surfaces of the walls and entry doors bounding the Unit, excluding paint, wall paper, and light coverings, extended to their planer intersections with each other and with the upper and lower boundaries.

5.06. Type of Units. There are six (6) types of Units which are more specifically shown on the Plans.

Type A Units are residential Units and are designated on the Plans by a Unit number and the letter A. Each Unit A has three (3) bedrooms, two (2) baths, an entrance hall, living room, closets and kitchen and contains 1,150 square feet of living area exclusive of the balcony. There are twenty (20) type A Units in the main building.

Type B Units are residential Units and are designated on the Plans by a Unit number and the letter B. Each Unit B has two (2) bedrooms, two (2) baths, an entrance hall, living room, closets and kitchen and contains 940 square feet of living area exclusive of the balcony. There are thirty-nine (39) type B Units in the main building.

Type C Units are residential Units and are designated on the Plans by a Unit number and

the letter C. Each Unit C has one (1) bedroom, one (1) bathroom, an entrance hall, living room, closets and kitchen and contains 615 square feet of living area exclusive of the balcony. There are ten (10) type C Units in the main building.

Type D Units are commercial Units restricted to use as office space, meeting rooms and other related office uses and are designated on the Plans by a Unit number and the letter D. There are three (3) type D Units in the main building designated on the Plans as 100-D, 200-D, and 300-D.

Type E Unit is a commercial Unit restricted to use as office space, meeting rooms and other related office uses and is designated on the Plans by a Unit number and the letter E.

There is one (1) type E Unit in the main building designated on the Plans as 1085-E.

Type F Unit is a commercial Unit restricted to use as a restaurant and is shown on the Plans as an independent structure and is identified on the Plans as Unit 200-F.

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

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

(B). The surfacing materials on the interior of the exterior walls and on interior walls separating one Unit from another Unit. This is not intended to include the sheetrock on any common-party walls falling between Units. Such sheetrock is a Common Element.

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

(D). The structural components and surfacing materials of the floors and ceilings of the Unit.

(E). All bathtubs, toilets and sinks, the range, refrigerator, dishwasher, hot water heater, air conditioning and heating units, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of the Condominium, and the power meter and its appurtenances.

(F). All interior trim and finishing materials.

5.08. Surfaces. A Unit Owner shall not be deemed to own the structural components of the perimeter wall and/or load-bearing walls, nor the windows and doors bounding the Units. A Unit Owner, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper, or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on interior walls separating a Unit from other Units, and the surfacing materials of the floors of his Unit; all window screens; and all appurtenant

installations, including all pipes, ducts, wires, cables, and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in common areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Unit Owner shall have the exclusive right and duty to wash and keep clean the interior and exterior surfaces of windows and doors bounding his Unit.

5.09. Changes. The DEVELOPER reserves the right to change the interior design and arrangement of all Units owned by it. The DEVELOPER further reserves the right to alter the boundaries between Units, which said change shall be reflected by an amendment of this Declaration, which may be executed by the DEVELOPER alone, notwithstanding the procedures for amendment described herein. However, no such change of boundaries shall increase the number of Units, nor alter the boundaries of the Common Elements without amendment of this Declaration in the manner described herein. If the boundaries of more than one (1) Unit are altered, the DEVELOPER shall appropriately reapportion the shares of the Common Elements which are allocated to the altered Units.

5.10. Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the other Unit Owners. The Common Elements of the Condominium will include the common areas and facilities

located substantially as shown on the Plans. Such common areas and facilities will include the following:

- (A). All of the Real Property.
- (B). All improvements and parts of the Real Property which are not a Private Element.
- (C). All parking areas (even though assigned to the exclusive use of a Unit), driveways and other means of ingress and egress.

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

(E). All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.

(F). Recreation areas and facilities.

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

(H). Lawn areas, landscaping, walkways, sidewalks, curbs and steps.

(I). Exterior steps, ramps, handrails, stairs and stairwells.

(J). All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, fire fighting equipment, elevator equipment, and garbage equipment which are not reserved for the use of certain Owners.

(K). All area outdoor and exterior lights not metered to individual Units and supports and all entrance and related type signs.

(L). The porches, balconies and steps affixed to each Unit, even though assigned to the exclusive use of one Unit.

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

(N). All other items listed as such in the Act.

5.11. Exclusive and Semi-Exclusive Spaces

and Areas. Although the foregoing are Common Elements, the same are hereby declared to be for the exclusive (or semi-exclusive as the case may be) use of and as an appurtenance to the Unit to which the same is assigned and designated, as follows:

(a). Exclusive Terrace or Deck.

Each Unit in the main building, except Units 100-D, 200-D and 300-D shall have exclusive use of the terrace or deck attached to that portion of said Unit. The terrace or deck and the location thereof, are set forth on the Plans.

Nonstructural maintenance and upkeep of such terrace or deck shall be the exclusive responsibility of the Unit Owner to which that terrace or deck shall be appurtenant. Structural maintenance and upkeep of each terrace or deck shall be the exclusive responsibility of the Association.

(b). Zone B. Zone B as designated on the Plans contains Unit 200-F together with the open wooden pier and other Common Elements. Unit 200-F as shown on the Plans is a private element and can be determined in accordance with Paragraph 5.05 above. All maintenance and upkeep of all condominium property (Private Elements and Common Elements) located within the area designated as Zone B shall be the exclusive responsibility of the Owner of Unit 200-F. The Association and Unit Owners, (except for the Owner of Unit 200-F), shall not be responsible for any maintenance or upkeep of the Condominium property located within Zone B.

5.12. Limited Common Elements. The Condominium contains no Limited Common Elements.

COMMON ELEMENTS

6.01. Ownership. A schedule setting forth the percentage of undivided interest of each Unit in the Common Elements is attached hereto, marked EXHIBIT "D" and by reference made a part hereof. For purposes of percentage of

ownership in the Common Elements, percentage of Common Expenses, and percentage of Common Surplus, and voting on all matters requiring action by the Owners, the percentages as set out on EXHIBIT "D" shall govern. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void.

6.02. Use. Each Unit Owner shall have the right to use the Common Elements (except any portions subject to leases made by or assigned to the Board and the exclusive and semi-exclusive spaces and areas) in conjunction with the Owners of other Units as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the Condominium Property. The right to use the Common Elements shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and the Rules and Regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements subject to the provisions of the Declaration and By-Laws. Provided, that the guest, invitees and patrons of Unit 200-F shall not have the right to use or enjoy any of the recreational facilities, except the condominium property located within the area designated as Zone B on the Plans.

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6.03. Share of Common Expenses. Each Unit

Owner shall be assessed and is individually liable for a proportionate share of the Common Expenses, and the proportionate share of the Common Expenses shall be the same ratio as the Unit Owner's percentage ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the By-Laws. Assessments shall be collected by the Association on a monthly basis. No Unit Owner shall be exempt from payment of his or her proportionate share of the Common Expenses by waiver or nonuse or nonenjoyment of the Common Elements, or by abandonment of his Unit. Common Expenses shall include but shall not necessarily be limited to expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts. In addition, a Unit Owner shall be obligated to pay to the Association, at the time of closing on the Unit, a sum equal to two (2) months installments of said Assessment fee as a nonrefundable contribution to the initial working capital of the Association which shall not be considered an advance payment toward monthly assessments. Provided, however, that the Owner of Unit 200-F shall be solely responsible for all expenses of the Common Elements located within the area designated as Zone B on the Plans, as provided in Paragraph 5.11(B) above.

6.04. Late Payment of Assessments.

Assessments for Common Expenses, and installments thereon, paid on or before fifteen (15) days after the date when due shall bear no interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear such late charges, penalties, interest and other costs and

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742

expenses, at a rate set by the Board, but not to exceed the maximum legal rate, together with all expenses, including Attorney's fees incurred by the Association in any undertaking to collect such unpaid Assessments and expenses. All payments upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the Assessment payment due.

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

6.06. Priority of Lien. The said lien for nonpayment of Common Expenses shall have priority over all other liens and encumbrances, recorded or unrecorded, except only (1) tax lien on the Unit in favor of the state, the county, any municipality and any special district, and (2) all sums unpaid on a first mortgage which was recorded prior to the assessment becoming due. In any suit for the foreclosure of a lien for Assessments, the Association shall be entitled to rental from the Unit Owner from the date on

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which the payment of any Assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said Unit, without notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling Units in the area in which the Condominium is located. The lien granted to the Association shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at a rate set by the Board of the Association but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the Association. A lien for Common Expenses shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure or a deed in lieu of foreclosure of a first mortgage shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. However, any such delinquent Assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter.

6.07. Disposition of Surplus. Each Unit shall carry with it a proportionate share of Common Surplus, and

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

THE ASSOCIATION

7.01. Powers and duties. The operation and administration of the Condominium shall be by the Association of the Unit Owners, pursuant to the provisions of the Act. The Association shall be a not for profit Alabama corporation incorporated by Articles of Incorporation recorded in the office of the Judge of Probate of Baldwin County, Alabama. The Association shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or nonexercise of its powers. The Association shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Unit Owners of the Condominium with reference to the Common Elements, the roof and structural components of a Building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a Building as distinguished from mechanical elements serving only a Unit; and with reference to any and all other matters in which all the Unit Owners have a common interest. The Association shall have all the powers and duties set forth in the Act, as well as all the powers and duties granted to or imposed on it under the By-Laws and other Condominium Documents as they may be amended from time

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to time. The Association is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other Person or Persons. The Association shall have a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Development and further, shall have the right to grant permits, licenses, and easements over the common areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development. The Board shall have the authority and duty to levy and enforce the collection of general and specific Assessments for Common Expenses and is further authorized to provide adequate remedies for failure to pay such Assessments.

7.02. Name. The name of the Association shall be BOARDWALK ASSOCIATION, INC.

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

7.04. Voting Rights. Each Unit shall be entitled to one (1) vote, which vote is not divisible, the numerical value of which shall be the percentage assigned to the Unit of which the Member is the Owner. The vote for a Unit shall be cast by the Owner thereof in the manner provided for herein and in the By-Laws. However, should the Association be a Unit Owner, it shall not have the voting right for that Unit.

7.05. Designation of Voting Representative.

In the event a Unit is owned by one (1) Person, his right to vote shall be established by the record title to his Unit.

If a Unit is owned by more than one (1) Person, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership or limited partnership, the officer, employee or individual entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation) or by the general partner or partners if more than one (in the case of a partnership or limited partnership), which certificate shall be filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one (1) Person or by a corporation, partnership or limited partnership, the membership or vote of the Unit concerned shall not be considered in determining the requirement for a quorum nor for any purpose requiring the approval of the Person entitled to cast the vote for the Unit. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned is effected. A certificate designating the Person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

7.06. Restraint upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated,

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227

or transferred in any manner except as an appurtenance to his Unit.

7.07. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number not less than three (3) nor more than eight (8) as shall, from time to time, be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the Members.

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

7.09. Limitation of Liability. Notwithstanding the liability of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition of the Property to be maintained and repaired by the

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748

Association nor for injury or damage caused by the elements, or other Owners or Persons.

7.10. By-Laws. The Association and its Members shall be governed by the By-Laws.

7.11. Proviso. Provided, however, that until four (4) months after the DEVELOPER of the Condominium has completed and sold seventy-five percent (75%) of the Units of the Condominium, or until three (3) years from the date of this Declaration, or until the DEVELOPER elects to terminate its control of the Condominium, whichever shall first occur, the By-Laws and rules adopted by the DEVELOPER shall govern and there shall be no meeting of the Members of the Association, unless a meeting is called by the Board of Directors of the Association, and neither the Unit Owners nor the Association nor the use of the Condominium Property by Unit Occupants shall interfere with the completion of the contemplated improvements and the sale of the Units. The DEVELOPER may make such use of the unsold Units and of the common areas and facilities as may facilitate such completion and sale, including but not limited to showing of the Property and the display of signs. Thereafter the Unit Owners shall have control of the Association.

7.12. Contracts. The Association shall not be bound, either directly or indirectly, to professional management contracts entered into prior to passage of control unless there is a right of termination of any such contract, without cause, which is exercisable without penalty at any time after transfer of control, with not more than ninety (90) days notice to the other party. This paragraph is intended to apply only to professional

management contracts and not to any other type of service contract.

7.13. Availability of Records. The Association shall make available to Unit Owners, prospective purchasers, first Mortgagees and insurers of first Mortgagees of any Unit, current copies of the Declaration, By-Laws, Rules and Regulations and other books, records, financial statements and the most recent annual audited financial statement of the Association, if such audited financial statement is prepared. Available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances. Any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

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

MAINTENANCE

8.01. Units. The responsibility for the maintenance of the Units shall be as follows:

(A). Maintenance by the Association.

The responsibility of the Association for maintenance of the Units shall be as follows:

- (i) To maintain, repair and replace all portions of a Unit, except interior surfaces and surfacing

materials, contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building and all fixtures thereon; and boundary walls of Units, floors, load-bearing columns and load-bearing walls.

(ii) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services which are contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit, which service part or parts of the Condominium other than the Unit within which contained.

(iii) To repair all incidental damage caused to a Unit in the performance of any of the foregoing work.

(iv) Provided, however, the Association shall not be responsible for the maintenance and upkeep of those Common Elements referred to in Paragraph 5.11(B) above.

(B). Maintenance By the Unit

Owner. The responsibility of the Unit Owner for the maintenance of the Unit shall be as follows:

(i) To maintain, repair and replace all portions of his Unit except

the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners. The Unit Owner is responsible for the maintenance of the fixtures and equipment in his Unit, including the refrigerator, stove, fans, dishwasher, and all other appliances, drains, plumbing fixtures and connections, sinks, and plumbing within the Unit; electric panels, wiring, outlets and electric fixtures within the Unit; interior doors, windows, screening and glass, including glass between the Unit and any patio or deck adjacent to such Unit; all exterior doors, except the painting of the exterior faces of the exterior doors which shall be a responsibility of the Association; and all wall coverings and carpeting within a Unit. The Unit Owner shall also be responsible for the maintenance of the plumbing, heating, ventilation, air conditioning, and electrical systems serving only that Unit, whether located within or without the boundary of that Unit, including the heater and air conditioning compressor, hot water heaters, fuse boxes, wiring, fireplace (if any), any and all other plumbing, electrical, gas, or mechanical

systems. In the event any such system or a portion thereof is within another Unit, or requires access to another Unit, the repair, maintenance or replacement thereof shall be performed by the Association, and the cost thereof shall constitute an Assessment against the Unit Owner responsible therefor.

(ii) To maintain, repair and replace all heating, air conditioning, utility and mechanical equipment, and all sewer and water lines; including all pipes, ducts, wires, cables and conduits used in connection therewith, which are for the exclusive use of his Unit, whether or not located within the boundaries of his Unit.

(iii) Provided, however, that the Owner of Unit 200-F shall be responsible for the maintenance and upkeep of the Common Elements as provided in Paragraph 5.11(B) above.

8.02. Maintenance of the Common Elements.

Except as provided in Paragraph 5.11(B) above the maintenance and operation of the Common Elements shall be the responsibility and expense of the Association.

8.03. Addition, Alteration and Improvement of the Common Elements. After the completion of the

improvements included in the Common Elements which are contemplated by this Declaration there shall be no addition,

alteration or further improvement of Common Elements without prior approval in writing of seventy-five percent (75%) of the votes of the Unit Owners, and the approval in writing of all Mortgagees who are the holders of mortgages comprising first liens on the Units so approved; provided, however, that any alteration or improvement of the Common Elements bearing the approval in writing of the Unit Owners entitled to cast fifty-one percent (51%) of the votes in the Association, and the approval in writing of all Mortgagees who are the holders of mortgages comprising first liens on the Units of such approving Unit Owners and which does not prejudice the rights of any Owners not consenting, may be done if the Owners who do not approve are relieved from the initial cost thereof. There shall be no change in the share and rights and obligations of a Unit Owner in the Common Elements which are altered or further improved, whether or not the Unit Owner contributes to the initial cost thereof.

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

(A) To perform all maintenance, repairs, and replacements that are the Unit Owner's obligations under this Declaration.

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

(C) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning

systems located outside the Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions hereof, except by licensed plumbers or electricians authorized to do such work by the Association or its agent.

(D) Not to make any addition or alteration to the Unit Owner's Unit or to the Common Elements or to do any act that would impair the structural soundness or safety of any part of the Condominium Property. Structural alterations within a Unit may be made only with the written consent of the Association.

(E) To make no alterations, additions, improvements, declaration, repair, replacement, or change to the Common Elements or to any outside or exterior portion of the Building, specifically including, but not limited to screening or enclosing balconies, installing garage or other exterior doors or affixing out shutters to windows, without the prior written consent of the Association. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with the Rules and Regulations with respect to the work which may be

adopted by the Association. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements caused by any contractor employed by such Unit Owner or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident, or otherwise.

(F) To allow the Association, its delegates, agents, or employees at all reasonable times to enter into any Unit for the purpose of maintaining, inspecting, repairing, or replacing Common Elements or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such Unit but serving other parts of the Condominium Property; or to determine, in case of emergency, the circumstances threatening Units or Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

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

(H) To reimburse the Association for any repairs or replacements which are made necessary because of abuse or

negligent use by a Unit Owner of the Condominium Property, the cost of such repair or replacement may be assessed against such Unit Owner.

8.05. Contracts for Maintenance. The Association may enter into a contract with any firm, Person or corporation, or may join with other entities in contracting for the maintenance and repair of the Condominium Property, and may delegate to such agent all or any portion of the powers and duties of the Association, except such as are specifically required by the Condominium Documents to have the approval of the Members of the Association. This paragraph shall be subject to the provisions of Paragraph 7.12, above.

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

INSURANCE

9.01. Purchase of Insurance. Insurance (other than title insurance) must be carried upon the Condominium Property as provided for herein. Anything to the contrary notwithstanding, all insurance coverages shall be consistent with local and State insurance laws.

9.02. Authority to Purchase Insurance. All insurance policies upon the Condominium Property shall be

purchased by the Association in the name of the Association as trustee for each Unit Owner in the percentage of ownership set forth in the Declaration, and their Mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgage endorsements to the Mortgagees of the Unit Owners. The named insured on all policies of insurance shall be the Association, as Insurance Trustee for the use and benefit of the individual Unit Owners. Any "loss payable" clause shall show the Association as Insurance Trustee as a Trustee for each Unit Owner and each Mortgage of a Unit.

9.03. Locations of Policies. The Association shall retain the original of all insurance policies in a place of safe keeping such as a safe or a safety deposit box.

9.04. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to any first Mortgagee requesting a copy.

9.05. Authorization to do Business. All policies of insurance must be issued by companies specifically authorized by the laws of the State of Alabama to transact such business as is necessary to provide the insurance policy.

9.06. Coverage. The Association is required to maintain the following insurance coverage:

(A) Casualty. The Association must obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type policy of property insurance covering all of the Common Elements, (except land, foundation,

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758

excavation, and other items usually excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium Property, Building service equipment and supplies, and other personal property belonging to the Association. All references herein to a "master" or "blanket" type of policy of property insurance, are intended to denote single entity Condominium insurance coverage. In addition, any fixtures, equipment or other Property within the Units which are to be financed by a first Mortgagee

(regardless of whether or not such Property is a part of the Common Elements) must be covered by such "master" or "blanket" policy, if required by said first Mortgagee. The policy shall be in an amount equal to one hundred percent (100%) of current replacement costs of the Common Elements exclusive of land, foundation, excavation and other items normally excluded from coverage. The

policy shall include an "Agreed Amount Endorsement" or its equivalent, and, if available, an "Inflation Guard Endorsement". If there shall be a construction code provision that requires changes to undamaged portions of the Condominium Property even when only part of the project is destroyed by an insured hazard, the policies shall include construction code endorsements. Further, if applicable, the policy shall include a steam boiler coverage endorsement, providing at least fifty thousand dollars (\$50,000) coverage for each accident at each location. The property insurance

policy shall provide, as a minimum coverage and protection against:

(1). Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement;

(2). All other perils which are customarily covered with respect to Condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risks" endorsement, where such is available.

(B) Public Liability Insurance. The Association must obtain, maintain, and pay the premiums upon, as a Common Expense, a comprehensive general liability insurance policy covering all the Common Elements, commercial space owned and leased by the Association, and public ways of the Condominium. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least one million dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation,

maintenance or use of the Common Elements, and legal liability arising out of law suits related to employment contracts of the Association. The policy shall also include coverage for protection against water damage liability and, if applicable, elevator collision and garage keepers liability. If required by any first mortgage holder, the policy shall include protection against such other risks as are customarily covered with respect to Condominiums similar in construction, location and use, including but not limited to host liquor liability, employers liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

(C) Flood Insurance. If any part of the Condominium Property shall be deemed to be in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type of flood insurance policy. The policy shall cover the Common Elements falling within the designated flood hazard area. The insurance shall be in an amount deemed appropriate by the Association, but not less than an amount equal to the lesser of:

(1). One hundred percent (100%) of the current replacement cost of Common Elements located within the flood hazard area; or

(2). The maximum coverage available for the Property under the National Flood Insurance Program. The policy shall be in a form which meets the criterion set forth in the most current guidelines issued on the subject by the Federal Government.

(D) Personnel Coverages. Should the Association employ personnel, all coverages required by law, including workman's compensation, shall be obtained so as to meet the requirements of the law.

(E) Fidelity Bonds. The Association shall obtain, maintain and pay the premiums upon, as a Common Expense, a "master" or "blanket" fidelity bond to protect against loss of money by dishonest acts on the part of all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of the Association or funds administered by the Association. Where a management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The fidelity bond shall name the Association as the obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the

case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than one hundred and fifty percent (150%) of the estimated annual Common Expenses. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein to be maintained by the management agent shall be paid by the management agent. The bond shall provide that any first Mortgagee shall receive notice of cancellation or modification of the bond.

(F) Other Insurance. The Association shall also have authority to obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable. The premiums for such insurance shall be a Common Expense.

9.07. Provisions. Insurance coverage if possible to obtain as required under this Article shall in substance and effect:

(A) Provide that the policy will be primary, even if the Unit Owner has other insurance that covers that same loss, and further provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counter claim, apportionment, proration or contribution by reason

of any other insurance obtained by or for any Unit Owner.

(B) Contain no provision relieving the insurer from liability for a loss occurring because the hazard to such Building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty or condition or any other act or neglect by the Association or any Unit Owner or any other Persons under either of them.

(C) Provide that such policy may not be cancelled or substantially modified (whether or not requested by the Association) except by the insurer giving at least ten (10) days prior written notice thereof to the Association, the Unit Owner, each holder of a first mortgage on a individual Unit, and every other Person in interest who shall have requested such notice of the insurer.

(D) Contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the Owner or lessee of any Unit.

(E) Contain a standard Mortgagee clause which shall:

(i) Provide that any reference to a Mortgagee in such policy shall mean and include all holders of Mortgages of any Unit, whether or not named herein; and

(ii) Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Association or Unit Owners or any Persons under any of them; and

(iii) Waive any provisions invalidating such Mortgagee clause by reason of the failure of the Mortgagee to notify the insurer of any hazardous use or conveyance, any requirement that the Mortgagee pay any premium thereon, and any contribution clause.

(F) Any insurance trust agreement will be recognized.

9.08. Liabilities and Responsibilities of

Unit Owner. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit caused by his conduct. Each Unit Owner shall be responsible for obtaining his own insurance on the contents on his own Unit, as well as additions and improvements thereto, decorations, furnishings, and personal Property therein, and personal property stored elsewhere on the Condominium Property.

9.09. Insurance Premiums. Insurance policies and the premiums therefore on the Common Elements required to be maintained by the Owner of Unit 200-F as provided in Paragraph 5.11(B), below, shall be purchased and maintained by the Association as provided in Paragraph 9.02, but the premiums shall be the responsibility of the Owner of Unit 200-F. Should the Owner of Unit 200-F fail to pay such

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765

insurance premiums when due, the Association shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the Association shall have the same lien rights against the owner of Unit 200-F as provided elsewhere herein granting lien rights to the Association for failure of a Unit Owner to pay Common Expense. All other insurance premiums maintained by the Association shall be paid by the Association as a Common Expense. Should the Association fail to maintain any insurance and pay any premiums when due, or should the Association fail to comply with other insurance requirements of a Mortgagee, the Mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the Mortgagee shall be subrogated to the Assessment and the lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

MISC. 55 AGE 786

9.10. Insurance Trustee; Shares of Proceeds.

All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees as their interest may appear, and shall provide that all proceeds covering Property losses shall be paid to the Association, as Insurance Trustee for each of the Unit Owners in the percentages as established by the Declaration, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit

MISC. 55 AGE 757

of the Unit Owners and their Mortgagees. The Insurance Trustee shall have the power to adjust all claims arising under insurance policies purchased by the Association; to bring suit thereon in its name and/or in the name of other insured; to deliver releases on payment of claims; to compromise and settle such claims; and otherwise to exercise all the rights, powers, and privileges of the Association and each Unit Owner and any other holder of an insured interest in the Condominium Property under such insurance policies, however, the actions of the Insurance Trustee shall be subject to the approval of any first Mortgagee if the claim shall involve more than one Unit, and if only one Unit is involved, such actions shall be subject to approval of any first Mortgagee holding a mortgage and encumbering such Unit.

9.11. Shares of Proceeds. The Association as Insurance Trustee shall receive such insurance proceeds as are paid to it and shall hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares:

(A). Common Elements. An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such share's portion of the total proceeds being the same percentage as the share of the Common Elements appurtenant to his Unit.

(B). Units. Except as provided elsewhere in this Declaration,

(i) When the Condominium Property is to be restored, the proceeds shall be held for the Unit Owners of damaged

Units, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such Unit Owner bears to the total cost of repair, which cost shall be determined by the Board.

(ii) When the Condominium Property is not to be restored, the proceeds shall be held for the Unit Owners in the undivided shares that are the same as their respective shares in the Common Elements.

(C). Mortgagees. In the event a Mortgagee endorsement has been issued with respect to a Unit, the share of the Owner of that Unit shall be held in trust for the Mortgagee and the Unit Owner as their interest may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination of whether or not any damaged Property shall be reconstructed or repaired except as may be specifically provided to the contrary elsewhere in this Declaration.

9.12. Distribution of Proceeds. Proceeds of insurance policies received by the Association as Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners:

(A) Reconstruction or Repair. First, if the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof.

MISC.

55 AGE 768

Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, with remittances to Unit Owners and Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any such Mortgagee.

(B) Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial Owners with remittances to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any such Mortgagee.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.01. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, it shall be reconstructed or repaired pursuant to the provisions of this Article. Provided, however, that if it be determined by a vote of one hundred percent (100%) of the Unit Owners and one hundred percent (100%) of all record Owners of first mortgages on Units not to repair or reconstruct such damaged or destroyed Property, then the same shall not be reconstructed, replaced or repaired.

10.02. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the Plans and specifications for the original

improvements or as the Condominium Property was last constructed; or if not, then according to Plans and specifications approved by the Board of Directors of the Association and by one hundred percent (100%) of the Unit Owners and one hundred percent (100%) of all record first Mortgagees on Units.

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

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

10.05. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, Assessments shall be made against the Unit Owners who own the damaged Property, and against all Unit Owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Property, and against all Unit Owners in the case of damage to common areas and facilities, in sufficient amounts to provide funds

for the payment of such costs. Such Assessments against Unit Owners for reconstruction and/or repair of damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such Assessments for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the Owner's share in the common areas and facilities. Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for Assessments elsewhere herein.

10.06. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty for which the Association is responsible, which shall consist of proceeds of insurance held by the Association as Insurance Trustee and funds collected by the Association from Assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the following manner and order:

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

(B) Unit Owner. If there is a balance of insurance proceeds after the payment of the cost of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to Unit Owners of damaged Units who are responsible for the reconstruction and repair of the damaged portions of their Units. The distribution to each Unit Owner shall be made

in the proportion that the estimated costs of reconstruction and repair of such damage to his Unit bears to the total of such estimated costs in all damaged Units. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his Unit. If there is a first Mortgagee, the distribution shall be paid to the Unit Owner and to the first Mortgagee jointly.

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

EMINENT DOMAIN

11.01. Proceeds. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty and the determination as to whether the Condominium will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for under Reconstruction or Repair after casualty and the awards for such taking shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the Association as Insurance Trustee. Even though the awards may be payable to a Unit Owner, the Unit Owner shall deposit the awards with the Association as Insurance Trustee; and in the event of failure to do so, in the

MISC.

55 AGE 772

discretion of the Board of Directors of the Association an Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner.

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

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

(A) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds

MISC. 55 AGE 773

may, in the discretion of the Board of Directors, be extended for restoration by the Association and be assessed against the Unit Owner as an Assessment.

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

(C) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appertaining to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking and then the shares in the Common Elements, Common Expenses, and Common Surplus appurtenant to the other Units shall be restated as percentages of the difference between one hundred percent (100%) and the total of the new shares as reduced by the taking so that the shares of such other Units shall be in the same proportions to each other as before the taking and so that the total of the percentages of such shares shall still equal one hundred percent (100%).

11.04. Unit Made Unhabitable. If the taking is of the entire Unit, or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order

stated, and the following changes shall be effected in the Condominium:

(A) Payment of Award. The award shall be paid first to any first Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgagees of the Unit in an amount not to exceed the market value of the Condominium parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any first Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

(B) Addition to Common Elements.

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

(C) Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the

reduced number of Unit Owners. This adjustment shall be done by restating said share of the continuing Unit Owners as percentages aggregating one hundred percent (100%) so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportions to each other as before the adjustment.

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

(E). Arbitration. If the market value of a Condominium parcel prior to the taking cannot be determined by agreement between the Unit Owners, Mortgagees of the Unit, and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination on an average of their

appraisals of the Condominium parcels; and a judgment of specific performance on the decision rendered by the arbitrators may be entered into any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Owners of Units prior to the taking in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

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

USE RESTRICTIONS

12.01. Units. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists.

(A) Each Type A, B and C Unit shall be occupied and used only as a residence, and for the furnishing of services and facilities provided for the enjoyment of such residence.

(B) Each Type D and E Unit shall be occupied as office space. The use of Type D and E Units shall at all times comply with the various ordinances promulgated by the governmental body having jurisdiction and the various rules and regulations promulgated by the board of directors of the Association.

Neither the Unit Owner of a Type D or E Unit nor its agents, servants, invitees, licensees and patrons shall use the Unit either on a permanent or temporary basis (to include one night) as a sleeping accommodation. No Type D or E Unit shall be divided or subdivided into smaller Units nor any portion sold or otherwise transferred. This Paragraph shall not prohibit a Owner of a Type D or E Unit from leasing his Unit provided the Unit Owner complies with the provisions hereof. Any Type D or E Unit may be converted into a residential Unit or Units by amendment to the Declaration of Condominium so long as the amendment complies with the amendment provisions hereof and so long as the Owner of the Type D or E Unit being changed to a residential Unit agrees to said amendment.

(C) The Type F (Unit 200-F) shall be occupied as a restaurant and shall be used by

the Unit Owners agents, servants, invitees, licensees and patrons. Unit 200-F may be leased by the Unit Owner. The use of the Type F shall at all times comply with the various ordinances promulgated by the governmental body having jurisdiction and the various rules and regulations promulgated by the Board of Directors of the Association.

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

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

12.04. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, tenants, family members, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to the use of the Units.

However, other areas designated for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements. No Unit Owner or Occupant shall place, distribute, or maintain any sign, poster, or bill in any portion of the Common Elements outside his Unit without the approval of the Board of Directors. Provided, however, that no employee, servant, customer or patron of Unit 200-F shall be allowed either to use any of the recreational facilities which are Common Elements or to use any of the property owned or operated by the Association; except that nothing herein shall be construed to prohibit free and unrestricted access over, through, and across all property falling within Zone B as designated on the Plans and sidewalks, paths and walks.

12.05. Unrestricted Right of Transfer. The right of a Unit Owner to sell, transfer, or otherwise convey his Unit shall not be subject to any right of first refusal or similar restriction.

12.06. Leases. Units may be leased by the Unit Owners; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other Occupant by the exercise of such remedies as the Board deems appropriate, including eviction. It shall not be

mandatory for the Unit Owners to enter into leasing agreements or arrangements with the Association or the Developer or its affiliates.

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

12.08. Proviso. Provided, however, that until four (4) months after the DEVELOPER of the Condominium has completed and sold seventy-five percent (75%) of the Units of the Condominium, or until three (3) years from the date of this Declaration, or until DEVELOPER elects to terminate its control of the Condominium, whichever shall first occur, the rules adopted by the DEVELOPER shall govern.

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

AMENDMENT

13.01. Authority to Amend. This Declaration and the By-Laws of the Association may be amended as provided in this Article.

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

13.03. Resolution. An amendment may be proposed by either a majority of the Board of Directors or by Members holding one-third (1/3) of the votes of the Association. A resolution adopting a proposed amendment must be adopted by an affirmative vote of not less than a majority of the Board of Directors and the consent of the Owners of the Units to which sixty-seven percent (67%) of the votes in the Association are allocated and the approval of fifty-one percent (51%) of the holders of first mortgages on Units. Provided, however, that until the DEVELOPER of the Condominium has completed and sold seventy-five percent (75%) of the Units of the Condominium, or until three (3) years from the date of this Declaration, or until three (3) DEVELOPER elects to terminate its control of the Condominium, whichever shall first occur, no amendment may be made unless the DEVELOPER shall join in the execution of such amendment, nor shall any amendment make any change that would in any way affect the rights, privileges, or powers of the DEVELOPER unless the DEVELOPER shall join in the execution thereof.

13.04. Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all record Owners, including all first Mortgagees of Units in the Condominium in the manner required for the execution of

a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

13.05. Proviso. Any provision in this section to the contrary notwithstanding, however, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, nor change any Condominium Unit, nor increase the Owner's liability for Common Expenses unless the record Owner so affected and the holders of first mortgages on such Units shall unanimously consent thereto.

13.06. Execution and Recording. A copy of each amendment shall be attached to a certificate which shall include the recording date identifying this Declaration, certifying that the amendment was duly adopted, which certificate shall be executed by the President and Secretary of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Baldwin County, Alabama.

PURCHASE OF CONDOMINIUM UNIT
BY ASSOCIATION

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

14.02. Limitation. If at any time the Association is already the Owner of or has agreed to purchase one or more Condominium Units, it may not purchase any additional Condominium Units without the prior written approval of Members holding seventy-five percent (75%) of the votes of

those Members eligible to vote thereon, except as provided in this Article. A Member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitations shall not apply to Condominium Units either to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent Assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefore does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, acting on behalf of the Association, may only purchase a Condominium Unit in accordance with this Article, or as the result of a sale pursuant to the foreclosure of:

- (i) A lien on the Condominium Unit for unpaid taxes;
- (ii) a lien of a mortgage;
- (iii) the lien for unpaid Assessments; or
- (iv) any other judgment lien or lien attaching to such Condominium Unit by operation of law.

NOTICE OF LIEN OR SUIT

15.01. Notice of Lien. A Unit Owner shall give notice in writing to the Secretary of the Association of every lien on his Condominium Unit, other than liens for first mortgages, taxes, and special Assessments, within five

(5) days after he receives notice of the attaching of the lien.

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

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

RULES AND REGULATIONS

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

16.02. Enforcement. The Association, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all rules and regulations of the

Association by such means as are provided by the laws of the State of Alabama, including the imposition of reasonable fines from time to time as set forth in the By-Laws. In the event a Unit Owner fails to maintain his Unit in the manner required in the Condominium Documents and any rules and regulations of the Association, the Association, through the Board of Directors, shall have the right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a Special Assessment therefor as provided in this Declaration. In addition, the Association shall have the right, for itself and its employees and agents, to enter such Owner's Unit and perform the necessary work to effect compliance.

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

16.04 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Condominium

Documents, or any rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

GENERAL PROVISIONS PERTAINING TO MORTGAGES

17.01. Lender's Notices. Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(A) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage.

(B) Any 60-day delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds the mortgage.

(C) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Owners' Association.

(D) Any proposed action that requires the consent of a specified percentage of mortgage holders.

17.02. Blanket Mortgages. The entire Condominium Property, or some or all of the Units included therein, may be subjected to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument executed by all of the Owners of the Property or Units covered thereby. Any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. Any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his Unit from

the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the reasonable proportionate share attributable to his Unit of the then outstanding balance of unpaid principal and accrued interest, and any other charges then due and unpaid. The proportionate share of the mortgage required to be paid for release shall be determined by provisions pertaining thereto stated in the mortgage, or, if the mortgage contains no such provisions, then according to the proportionate share of the common elements of the Condominium attributable to such Unit or Units.

TERMINATION

18.01. Unanimous Agreement. The termination of the Condominium may be effected by the provisions of the Act and the unanimous agreement of Unit Owners, and the unanimous consent of all Mortgagees on such Units. The agreement shall be evidenced by a written instrument executed in the manner required for conveyance of land, and recorded in the public records of Baldwin County, Alabama. After termination of the Condominium the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares.

COVENANT AGAINST PARTITION

19.01. Covenant Against Partition. There shall be no judicial or other partition of the Condominium Property or any part thereof, nor shall DEVELOPER or any

Person acquiring any interest in the Property or any part thereof seek any such partition unless the Property has been removed from the provisions of the Act.

MISCELLANEOUS

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

20.02. Covenants, Conditions, and Restrictions. All provisions of the Condominium Documents shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of the Condominium Documents shall be binding on and inure to the benefit of any Owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representative, successors, and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All Unit Owners and Occupants shall be subject to and shall comply with the provisions of the Condominium

Documents and any rules and regulations promulgated thereunder.

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

20.04. Taxation of Condominium Parcels. For the purpose of ad valorem taxation, the interest of a Unit Owner in his Unit and in the Common Elements shall be inseparable. In any year in which either or both of such interests are not taxed separately to a Unit Owner, the total value of said interest shall be equal to the product obtained by multiplying the entire value of the Condominium Property for purposes of ad valorem taxation by the decimal equivalent of the share of the Common Elements appurtenant to such Unit. No provision in this Declaration shall be construed as giving any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed; each Unit Owner being required to pay ad valorem taxes and special Assessments as are separately assessed by governmental authorities against his Condominium parcel.

20.05. Notice. The following provisions shall govern the construction of the Condominium Documents, except as may

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

20.06. Governing Law. Should any dispute or litigation arising between any of the parties whose rights or duties are affected or determined by the Condominium Documents or any rules and regulations adopted pursuant to such documents, such dispute or litigation shall be governed by the laws of the State of Alabama.

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

20.08. Ratification. Each Unit Owner, by reason of having acquired ownership of his Condominium Parcel, whether by purchase, gift, operation of law, or otherwise, shall be

deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any rules and regulations promulgated thereunder are fair and reasonable in all material respects.

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

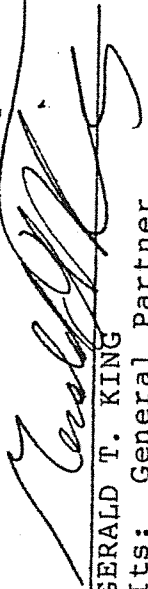
20.10. Assignment. All rights in favor of the DEVELOPER reserved in this Declaration are freely assignable in whole or in part by the DEVELOPER and may be exercised by any nominee of the DEVELOPER and/or exercised by the successors in interest of DEVELOPER.

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

IN WITNESS WHEREOF, YOUNG'S-BY-THE-SEA, LTD., an Alabama Limited Partnership, has caused this instrument to be executed on this the 27 day of August, 1985.

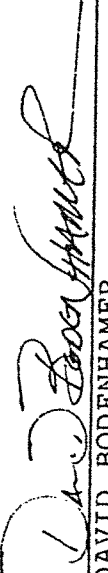
YOUNG'S-BY-THE-SEA, LTD.,
an Alabama Limited Partnership

BY:


GERALD T. KING

Its: General Partner

BY:


DAVID BODENHAMER

Its: General Partner

MISC.

55 4GE

732

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GERALD T. KING and DAVID BODENHAMER, whose names as General Partners of YOUNG'S-BY-THE-SEA, LTD., an Alabama Limited Partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such General Partners and with full authority, executed the same voluntarily for and as the act of said partnership on the day the same bears date.

August, 1985.

Given under my hand and seal on this the 27th day of

Sam W. Shelby

NOTARY PUBLIC

My Commission Expires May 5, 1988

This instrument prepared by:

SAM W. IRBY
Attorney at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(205) 928-4555

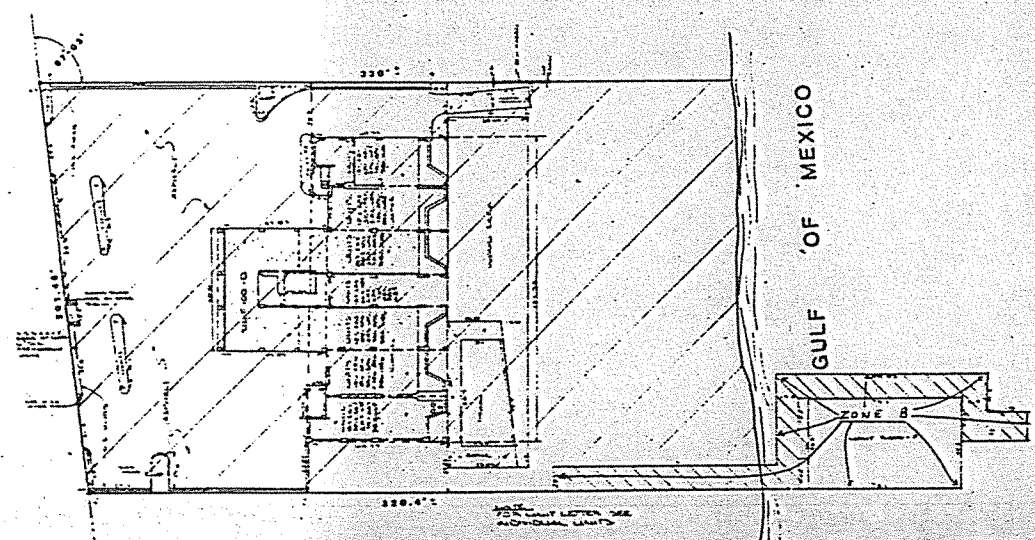
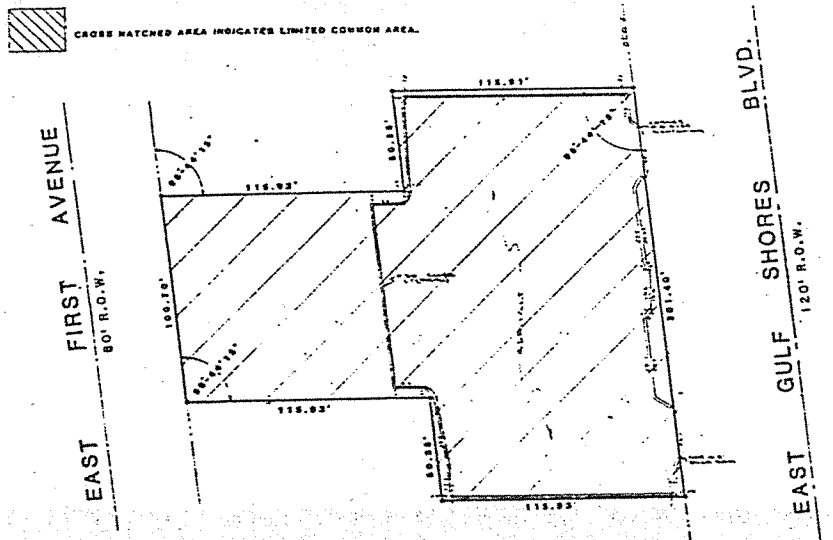
MISC. 55 AGE 793

SCALE: 1"=30'

8-IRON PIPE FOUND
0-IRON PIPE SET

DASHED LINES INDICATE UNITS ABOVE
CONG. AT GROUND LEVEL

CROSS HATCHED AREA INDICATES THE COMMON ELEMENTS.
CROSS HATCHED AREA INDICATES LIMITED COMMON AREA.



BOARDWALK

CONDOMINIUM

EXHIBIT "B"

CERTIFICATION

STATE OF ALABAMA
COUNTY OF BALDWIN
I, the undersigned L. E. Stiffler, a registered Engineer in the State of Alabama, Number 2652, pursuant to Section 11-8-1, Code of Alabama, 1977, hereby certify that the drawings herein and consisting of pages 1 through 25, inclusive, attached to page 1 of the Declaration of Condominium and Plans of Boardwalk Condominium, fully and accurately depict the layout, location, area, numbers and dimensions in sufficient detail to identify the common elements, and private elements comprising each unit of said Boardwalk Condominium as built.
This the 20th day of June, 1985.
L. E. Stiffler
L. E. STIFFLER, P.E. ALABAMA REGISTRATION NO. 2652

CERTIFICATION

STATE OF ALABAMA
COUNTY OF BALDWIN
I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 181 through 187, Units 281 through 287, Units 381 through 387, Units 481 through 487, Units 581 through 587, Units 681 through 687, Units 781 through 787, Units 881 through 887, Units 981 through 987, Units 1081 through 1087, and all 727 & 728 Units, 10-11 Units of Boardwalk Condominium as located on the following described property to wit: Lots 32, 33, 34 and 35 of Block 14 and West Half of 41, First Addition to McPhillips Subdivision, as recorded in Map Book 4, Page 11.
I further certify that there are no encroachments, easements, or evidence of dispute of boundary, visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 01025 0036 and found that the above described property is in Flood Zone V-B (Elev. 10, 11, & 12).
This the 20th day of June, 1985.
David M. Givens
DAVID M. GIVENS, S.E. ALABAMA REGISTRATION NO. 1316

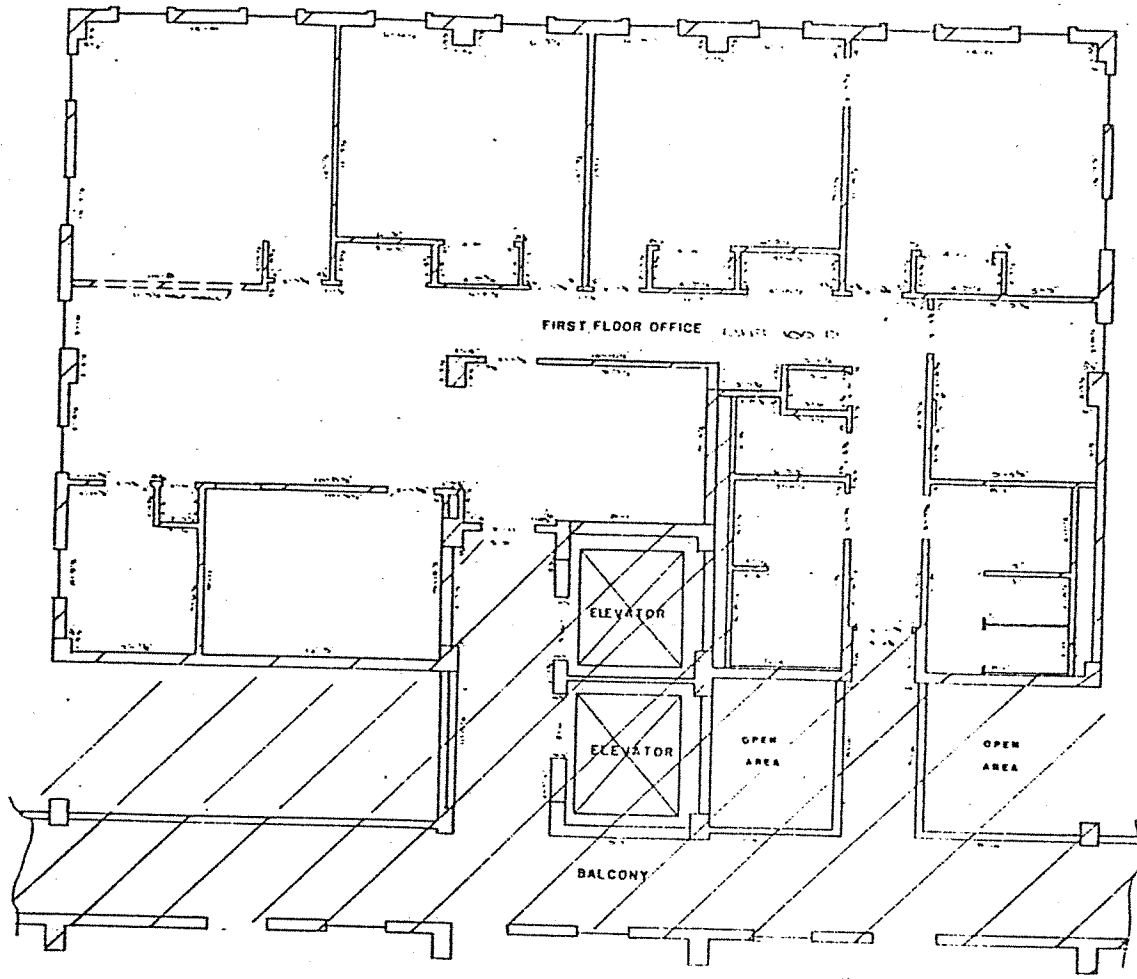
APPROVED FOR THE BOARD
DATE: JUL 21 1985

APPROVED FOR THE BOARD
DATE: JUL 18 1985



DATE	7-1-85
BY	[Signature]
FOR	BOARD
BY	[Signature]
FOR	DEVELOPER

MISC. 55 AGE 796



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
100	22.47	30.45

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Unit, No. 100-000-000, inclusive of sidewalk, a Condominium, as located on the following described property to wit: Lots 37, 38, 40, 41, East Half of 42 and West Half of 43, First Addition to McPhillips Subdivision as shown in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of signs of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 61505 CCUSK and found that the above described property is in Flood Zone V-3 (Rev. 11, 11 & 12).

This the 27th day of JUNE, 1985.

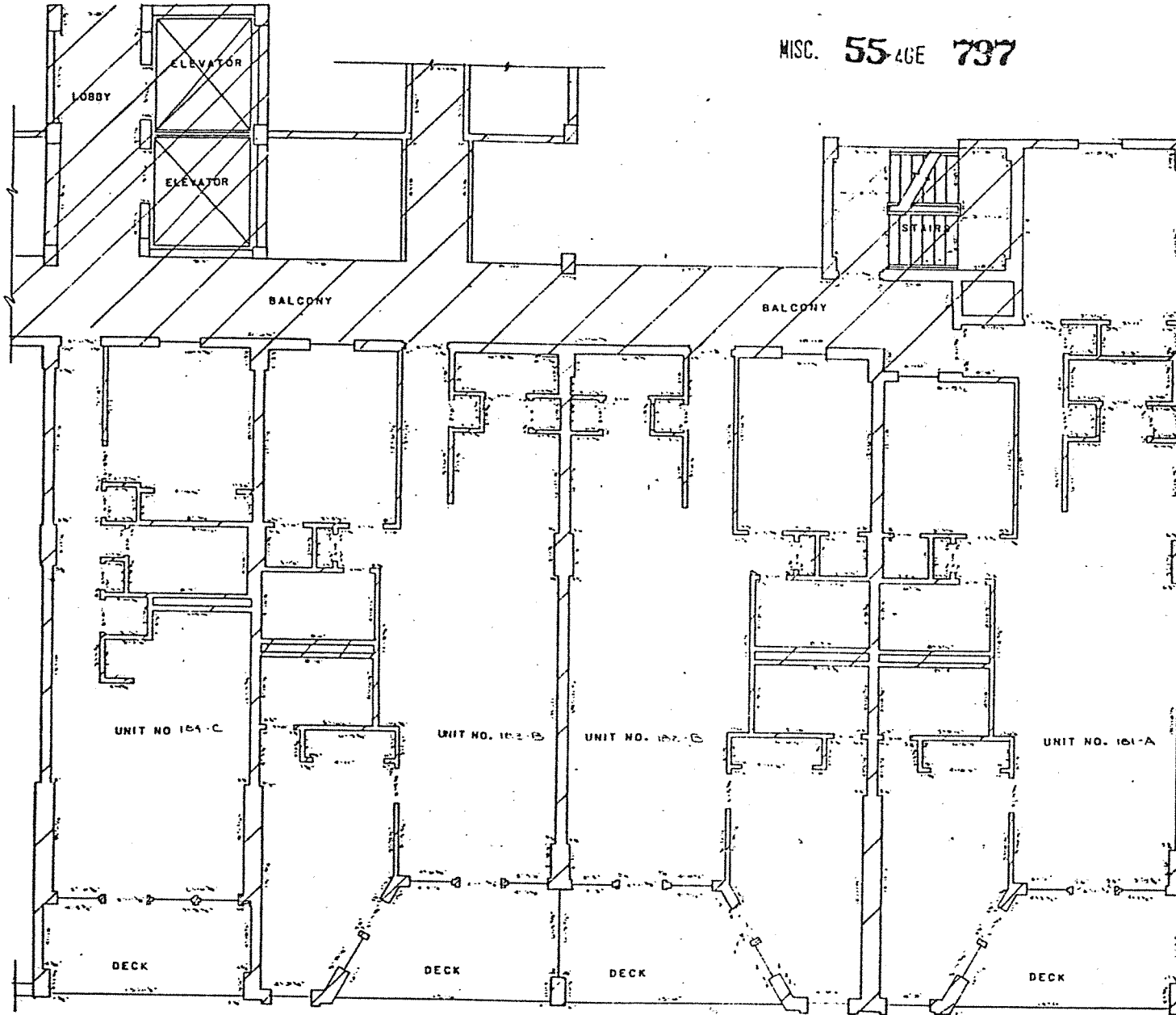
David M. Givens
 ALABAMA REGISTRATION NO. 10167

DATE 6-26-85	BOARDMAN AS-BUILT	
REV. NO. 1		
REV. DATE 7-23-85		
SCALE 1/4" = 1'-0"		
DATE 09-04-85		DATE P.C.F. 04

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55-4GE 737

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
101-A	22.00	30.00
102-B	22.00	30.00
102-C	22.00	30.00
104-C	22.00	30.00



CERTIFICATION

STATE OF ALABAMA
COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 101-A through 104-C inclusive of Boardwalk, a Condominium, as located on the following described property to wit: Lots 11, 12, 13, 14, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of disputes of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 01205 C016 and found that the above described property is in Flood Zone V-2 (Elev. 10, 11 & 12).

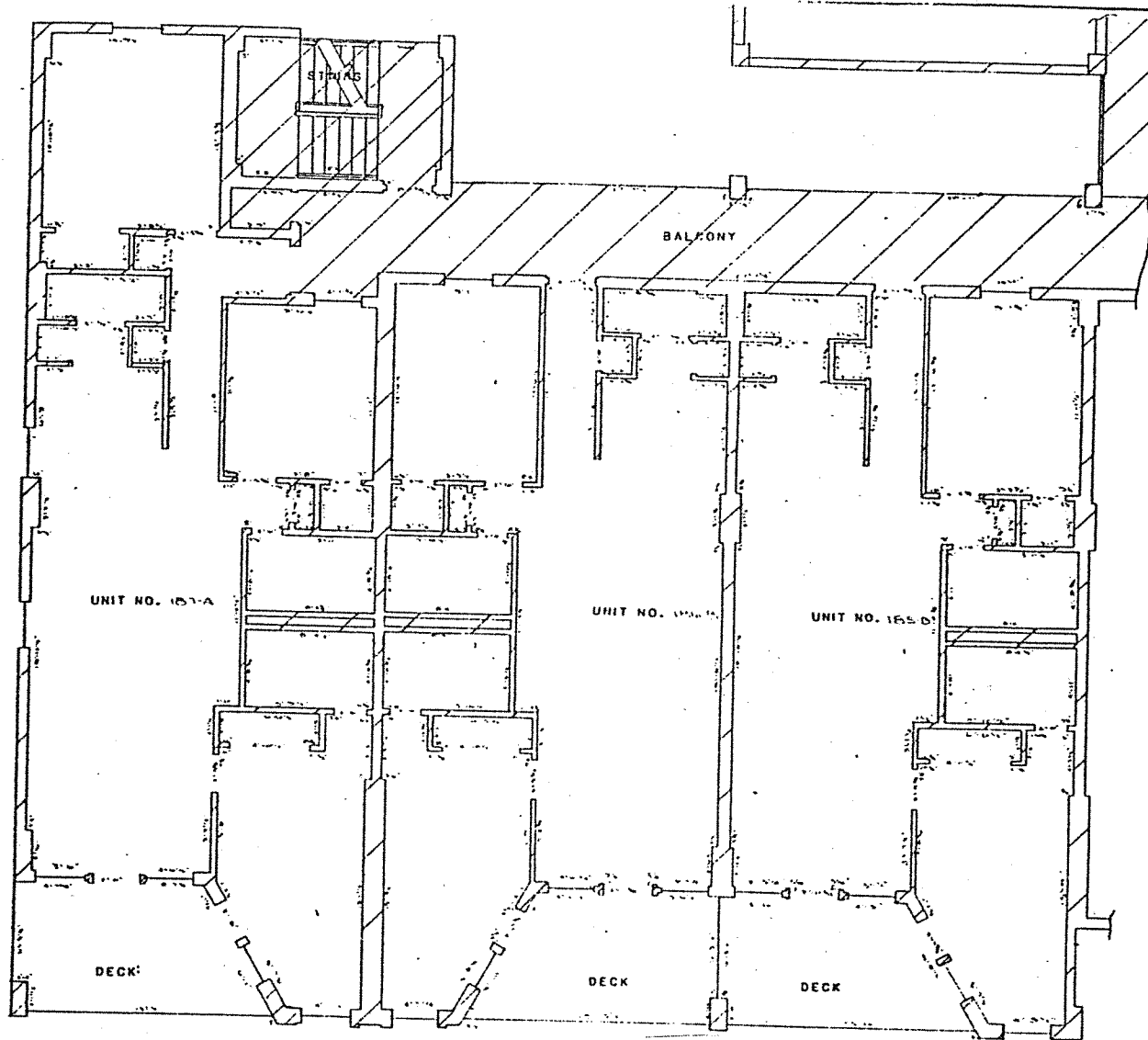
This the _____ day of _____, 1985.

David M. Givens
ALABAMA REGISTRATION NO. 18381

DATE 10-27-85	BY FLOOR PLAN DELEGATE	
REV. NO.		
REV. DATE 7-25-85		
SCALE 1/8" = 1'-0"	BOARDWALK CONDOMINIUM	

MISC. 55 AGE 738

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
157-D	4E-45	36-45
157-C	4E-45	36-45
157-A	5E-45	36-45



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

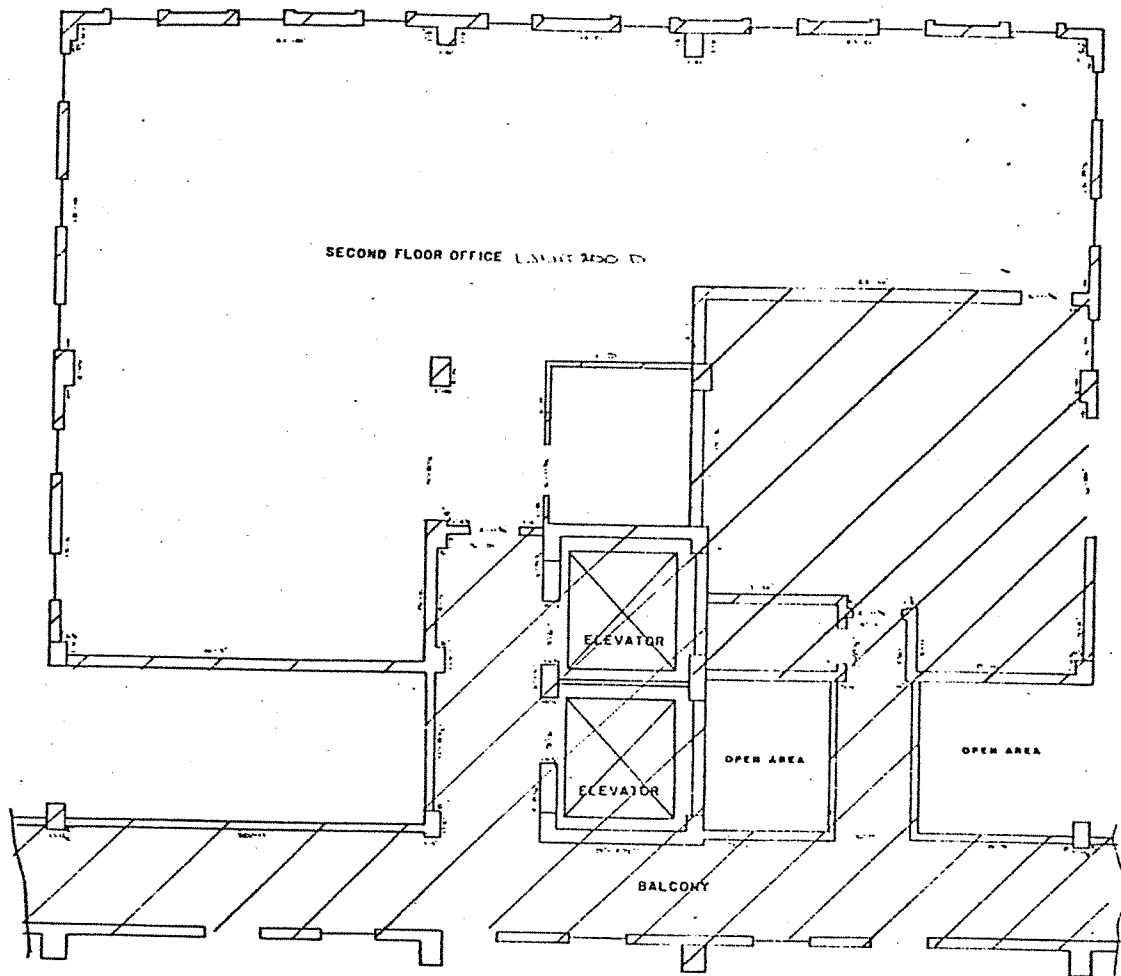
I, David M. Givens, a registered surveyor of the State of Alabama, hereby certify that the foregoing is a true and correct map of Units 157-A through 157-D inclusive of Boardwalk, a Condominium, as located on the following described property to wit: Lots 37, 33, 40, 41, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of steps of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 813C05 0015E and found that the above described property is in Flood Zone V-3 (Elev. 10, 11 & 12).

This the 20th day of JUNE, 1985.

David M. Givens
 ALABAMA REGISTRATION NO. 18367

DATE 6-20-85	BY DAVID M. GIVENS	
REVISION		
REVISION 7-14-85		
SCALE 1/4"=1'-0"	BOARDWALK AS BUILT	
55-240		



SECOND FLOOR OFFICE UNIT NO. 200

ELEVATOR

ELEVATOR

OPEN AREA

OPEN AREA

BALCONY

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
020	210	5510

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of UNIT NO. 200 inclusive of McPhillips, a Condominium, as located on the following described property to wit: Lot 11, 11, 10, 11, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as referenced in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 81525 005E and found that the above described property is in Flood Zone V-2 (Rev. 10, 11 & 12).

This the 20th day of March, 1985.

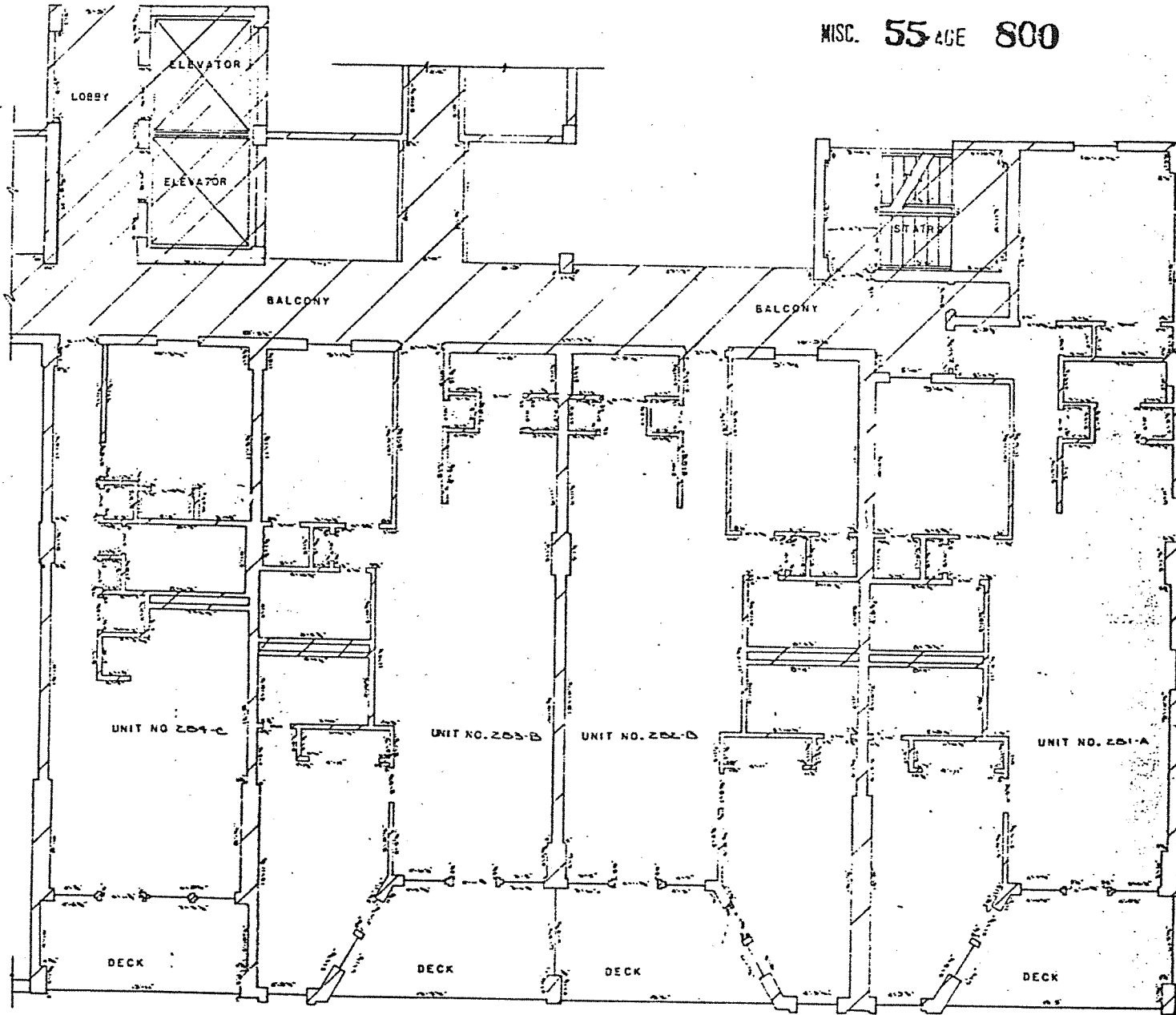
David M. Givens
ALABAMA REGISTRATION NO. 16167

DATE 03-20-85	BOARDWALK AS-BUILT	
REV NO.		
REV DATE 03-20-85		
SCALE 1/4" = 1'-0"		
03-20-85		SHEET 5 OF 26

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55 AGE 800

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
204-A	81.00	79.00
204-B	81.00	79.00
204-C	81.00	79.00
204-D	81.00	79.00



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David K. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 204 through 204-D inclusive of horizontal, a Condominium as located on the following described property to wit: Lots 32, 33, 40, 41, East Half of 44 and West Half of 43, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or violations of aspects of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 81505 C1131 and found that the above described property is in Flood Zone V-3 (Elev. 16, 11 & 12).

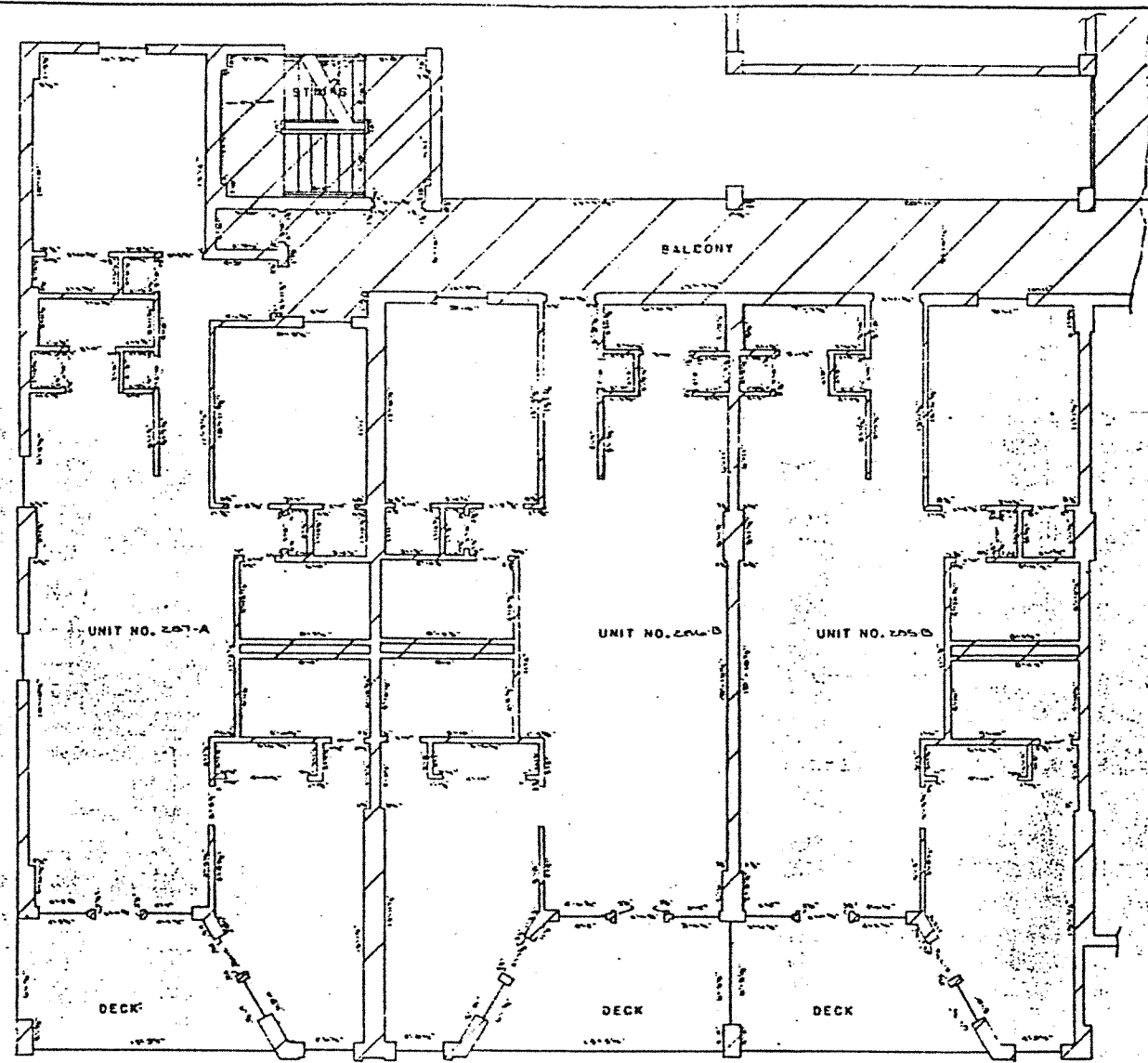
This the 14th day of March, 1988.

David K. Givens
 ALABAMA REGISTRATION NO. 11101

DATE 3-14-88	BY DAVID K. GIVENS	
REV. DATE		
SCALE		
BY		

MISC. 55-AGE 801

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
207-B	3-11	35-00
206-B	0-11	20-11
207-A	3-11	35-06



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Cline, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 206-B through 207-B inclusive of Apartment 2, Condominium, as located on the following described property De Witt: Lots 12, 11, 10, 9, East Half of 44 and West Half of 43, First Addition to Adolphus subdivision as recorded in Map Book 4, Page 11.

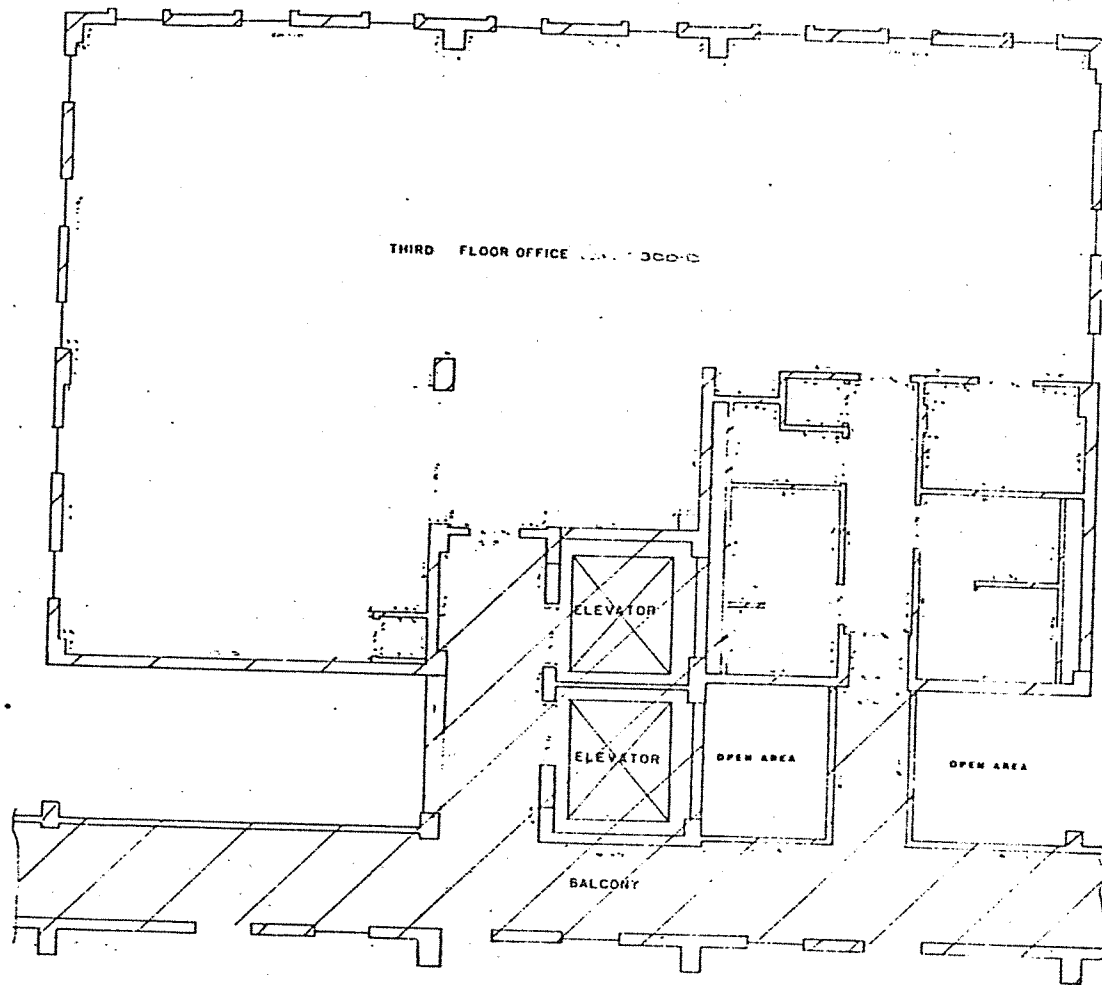
I further certify that there are no encroachments, easements, or evidence of disputes of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 015055 CLAR and found that the above described property is in Flood Zone V-2 (Elev. ft. 11 & 12).

This the 20th day of August, 1955.

David M. Cline
 ALA REG. SURV. NO. 1037

DATE	8-20-55	BY	DAVID M. CLINE
SCALE	AS SHOWN		
PROJECT	CONDOMINIUM		
NO.	55-AGE 801		

ALABAMA
 SURVEYORS
 DAVID M. CLINE



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
0130	3D	45'10"

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of the property inclusive of hereunto shown, as located on the following described property to wit: Lots 30, 31, 40, 41, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. D15605 CELE and found that the above described property is in Flood Zone V-9 (Elev. 10, 11 & 12).

This the 14th day of August, 1985.

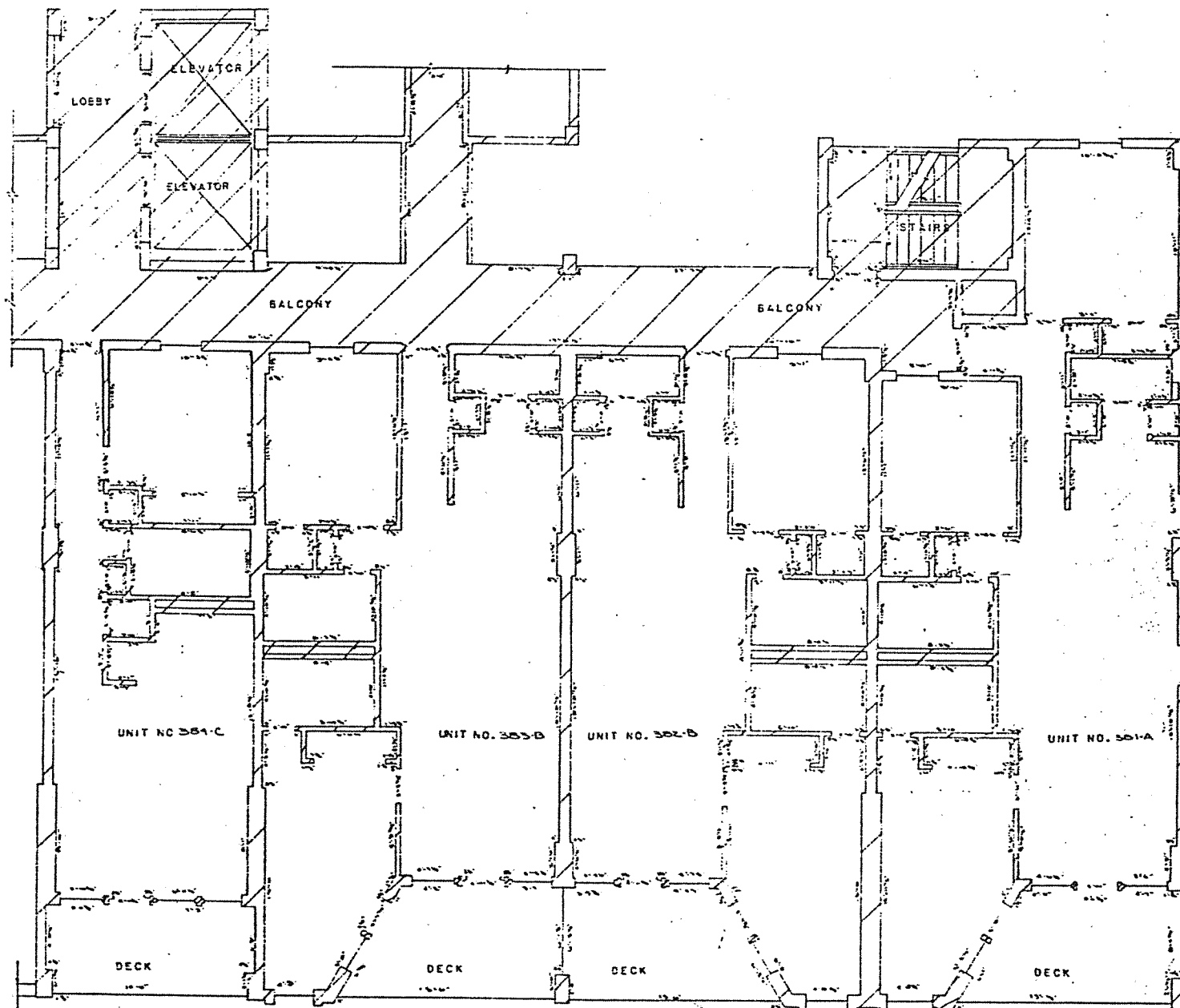
David M. Givens
 ALABAMA REGISTRATION NO. 10361

DATE		
BY		
REVISION		
SCALE		
DATE		

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55 AGE 803

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
301-A	301-FL	47'-7 1/2"
301-B	301-FL	47'-7 1/2"
301-C	301-FL	47'-6 1/2"
301-D	301-FL	47'-7 1/2"



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 301 through 304 inclusive of a Condominium, as located on the following described property to wit: Lots 32, 33, 40, 41, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as shown, and that I have examined the fiscal insurance Administrative Flood Hazard Boundary Map No. 011015 (LSE and Form) and found that the above described property is in Flood Zone V-2 (River, 10, 11 & 12).

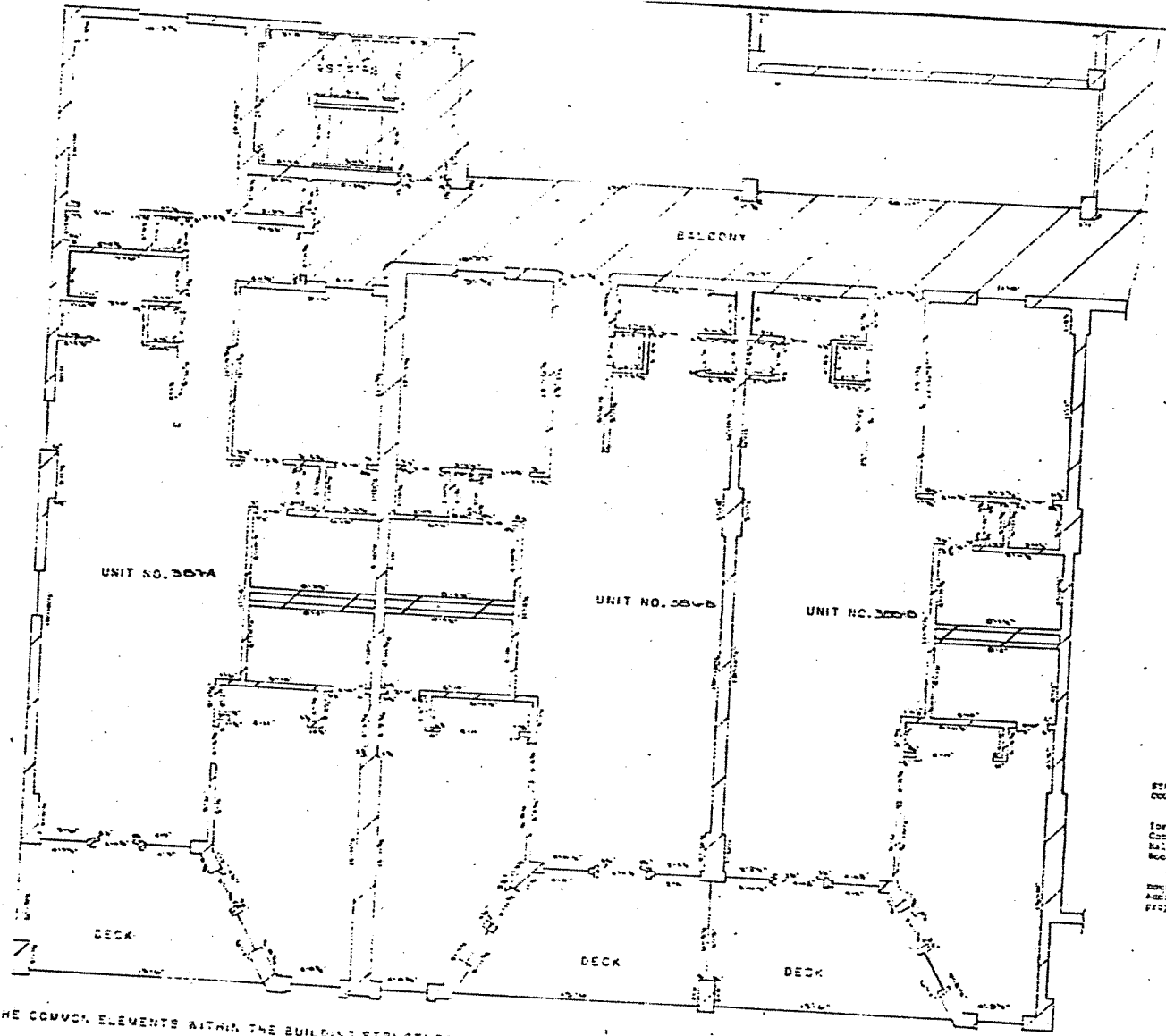
This the 10th day of January, 1985.

David M. Givens
 ALABAMA REGISTRATION NO. 10381

DATE 12-28-84	301 FLOOR - UNITS 301 - 304	
SCALE AS SHOWN		

MISC. 55 AGE 804

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
307-B	307-B	47'10"
307-D	307-D	47'10"
307-A	307-A	47'10"



DASHED AREAS INDICATE THE COMM. ELEMENTS WITHIN THE BUILDING STRUCTURE.
 SOLID AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 307A through 307D inclusive of Westlake, a Condominium, as located on the following described property to wit: Lots 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

David M. Givens
 REGISTERED SURVEYOR NO. 12345

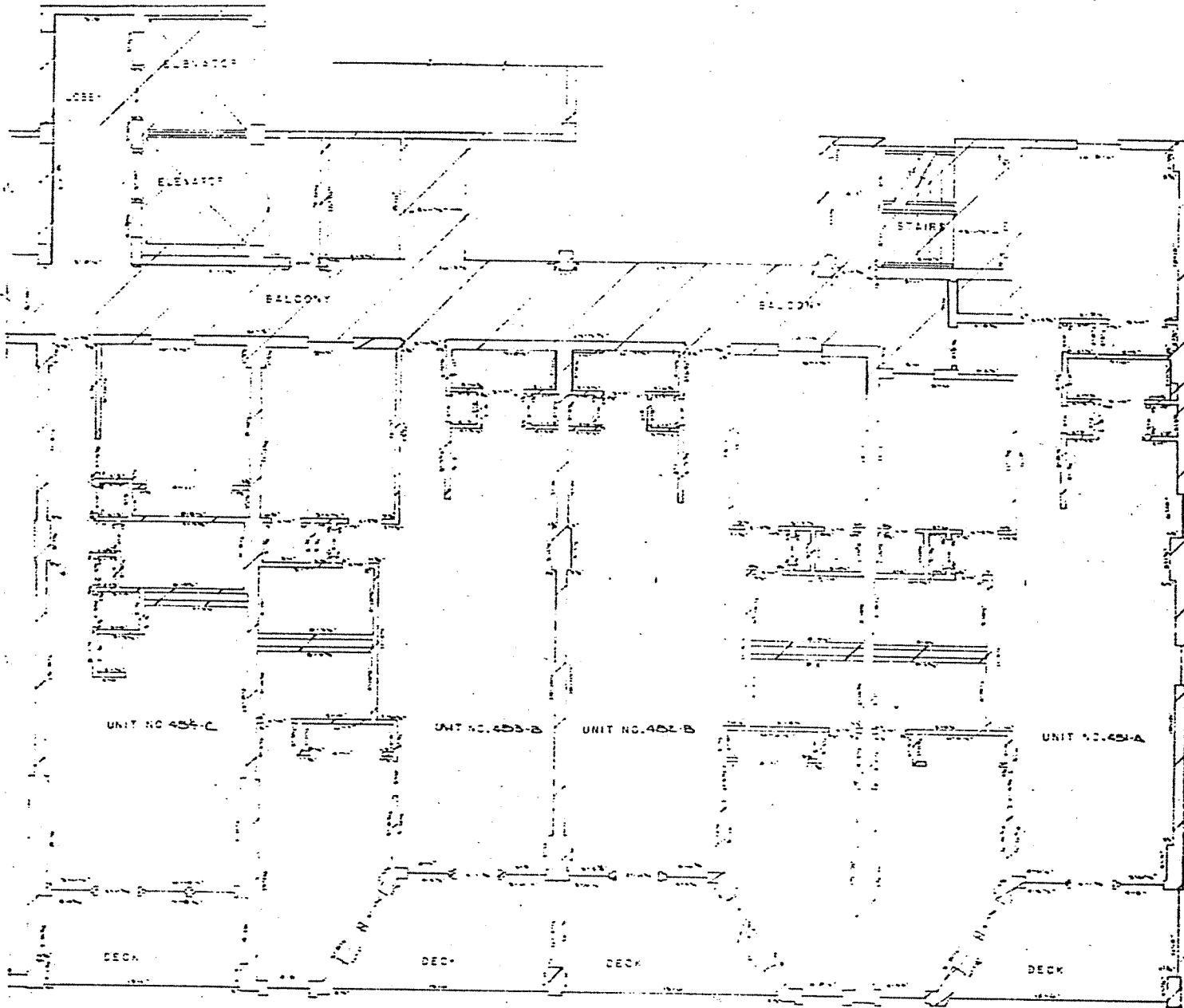
DATE	11/15/24	
PROJECT	33 FLOOR UNITS 307A-307D	
LOCATION	313 WEST LAUREL AVE., FOLEY, AL	
SCALE	AS SHOWN	

313 WEST LAUREL AVE., FOLEY, AL

GIVENS SURVEYING & ENGINEERING CO., INC.

205 (042) 1001

CROSS-HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS HATCHED AREAS INDICATE THE SEPARATE ELEMENTS.



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
402-A	402.0	402.0
402-B	402.0	402.0
402-C	402.0	402.0
402-D	402.0	402.0

MISC. 55-AGE 805

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 402-A, 402-B, 402-C, and 402-D, Condominium, as located on the following described property to wit: Lots 22, 23, 24, 25, East 2nd of 1st and West 2nd of 21, First Addition to Phillips Subdivision as reflected on map Book 4, Page 11.

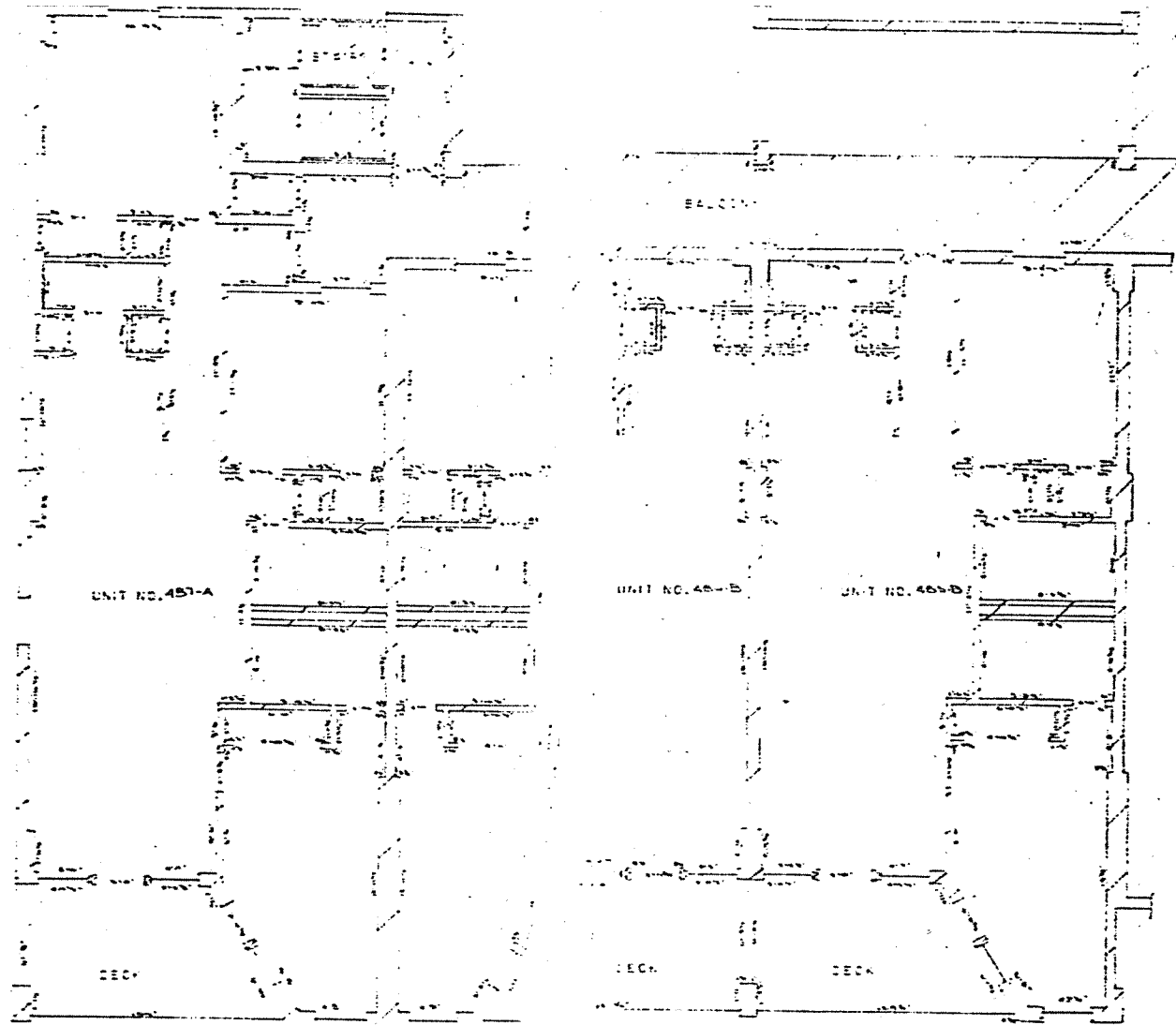
I further certify that there are no encroachments, easements, or evidence of change of boundary visible on the surface, except as noted, and that I have reviewed the Federal Land Administration Public Survey Boundary Map No. 115211-1001 and found that the above described property is in Block 1000 9-5 (Elev. 10, 11 & 12).

This the 10th day of August, 1985.

David M. Givens
 REGISTERED SURVEYOR

DATE	8/10/85	BY	D.M.G.
CHECKED			
APPROVED			
SCALE			

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
455-B	4.00	8.00
457-A	4.00	8.00
457-B	4.00	8.00



CROSS-HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS-HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

STATE OF ALABAMA
 COUNTY OF BALDWIN

CERTIFICATION

I, David W. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Unit No. 455-B, Unit No. 457-A, and Unit No. 457-B, as located on the following described property to wit: Lots 22, 23, 24, 25, East half of 44 and West half of 45, First Addition to Phillips Subdivision as recorded in map Book 4, page 17.

I further certify that there are no encroachments, easements, or violations of covenants or conditions attached to the subject, except as shown, and that I have obtained the Federal Insurance Administration Form: Hazard Surveying map No. 10101-1011 and found that the above described property is in Flood Zone W-1 (Elev. 14.00' & 15.00').

This the 10th day of November, 1982.

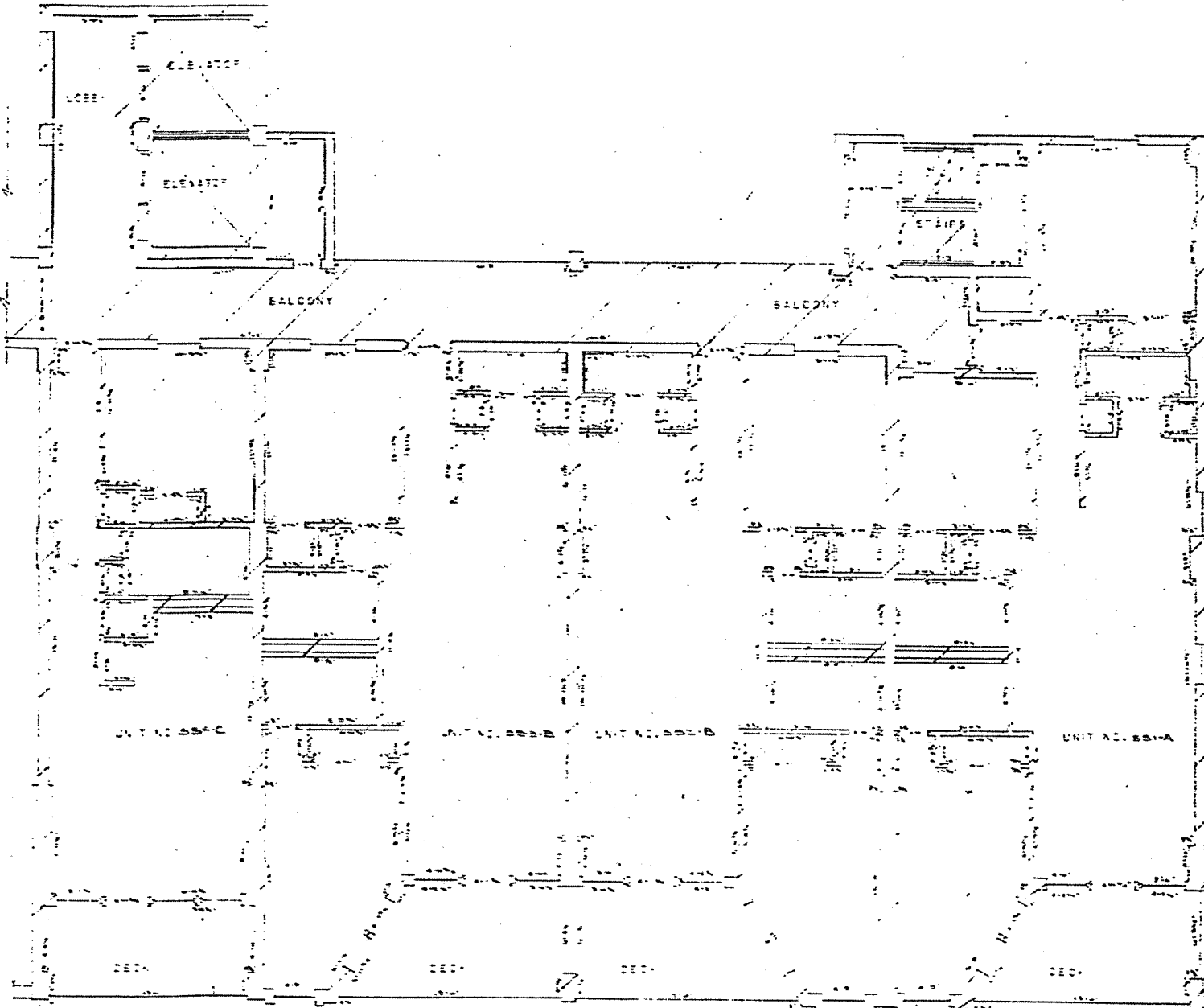
David W. Givens
 Registered Surveyor No. 12321

DATE	11/10/82
BY	DWG
CHECKED	
APPROVED	
TITLE	FLOOR PLAN UNIT NO. 455-B, 457-A, 457-B

CROSS-HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS-HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55 AGE 807

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
501-A	5' 0"	8' 0"
501-B	5' 0"	8' 0"
501-C	5' 0"	8' 0"
501-D	5' 0"	8' 0"



STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David A. Givens, a registered surveyor of the State of Alabama, do hereby certify that the foregoing is a true and correct map of Unit No. 501-A, comprising two (2) units, a common area, as located on the described premises, together with Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

I further certify that there are no encroachments, easements, or matters of record of boundary visible on the survey, except as noted, and that I have consulted the record, insurance, and other maps and records of the premises and found that the above described premises is in full compliance with the provisions of the Act.

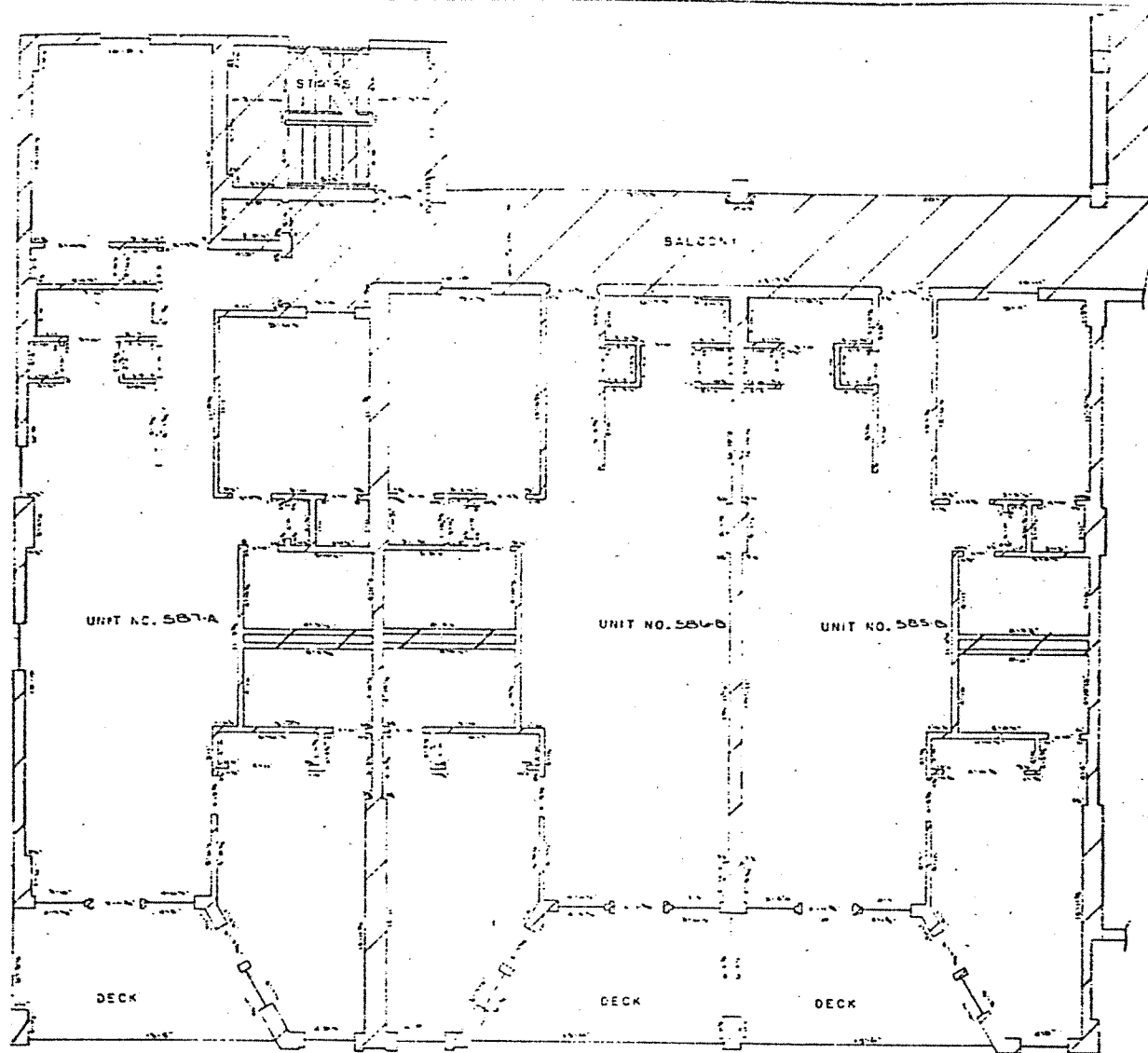
This the 15th day of _____, 1911.

David A. Givens

DATE	1911
BY	D. A. GIVENS
CHECKED	
DATE	

MISC. 55 AGE 808

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
587-B	571.2	651.2
587-C	571.2	651.2
587-A	571.2	651.2



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama, hereby certify that the foregoing is a true and correct map of Unit 587-A, Unit 587-B, and Unit 587-C, inclusive of balconies, a common area, as located on the following described property to wit: Lots 11, 12, 13, 14, 15, East Half of 44 and West Half of 43, First Addition to Adolphus Subdivision as returned at Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible to the survey, except as shown, and that I have consulted the Federal Land Administration Flood Hazard Boundary Map No. 111114 and found that the above described property is in Flood Zone V-1 (Elev. 11.11 & 12).

This the 20th day of January, 1987.

David M. Givens
 ALABAMA PROFESSIONAL SURVEYOR

11/11/87
 10/11/87

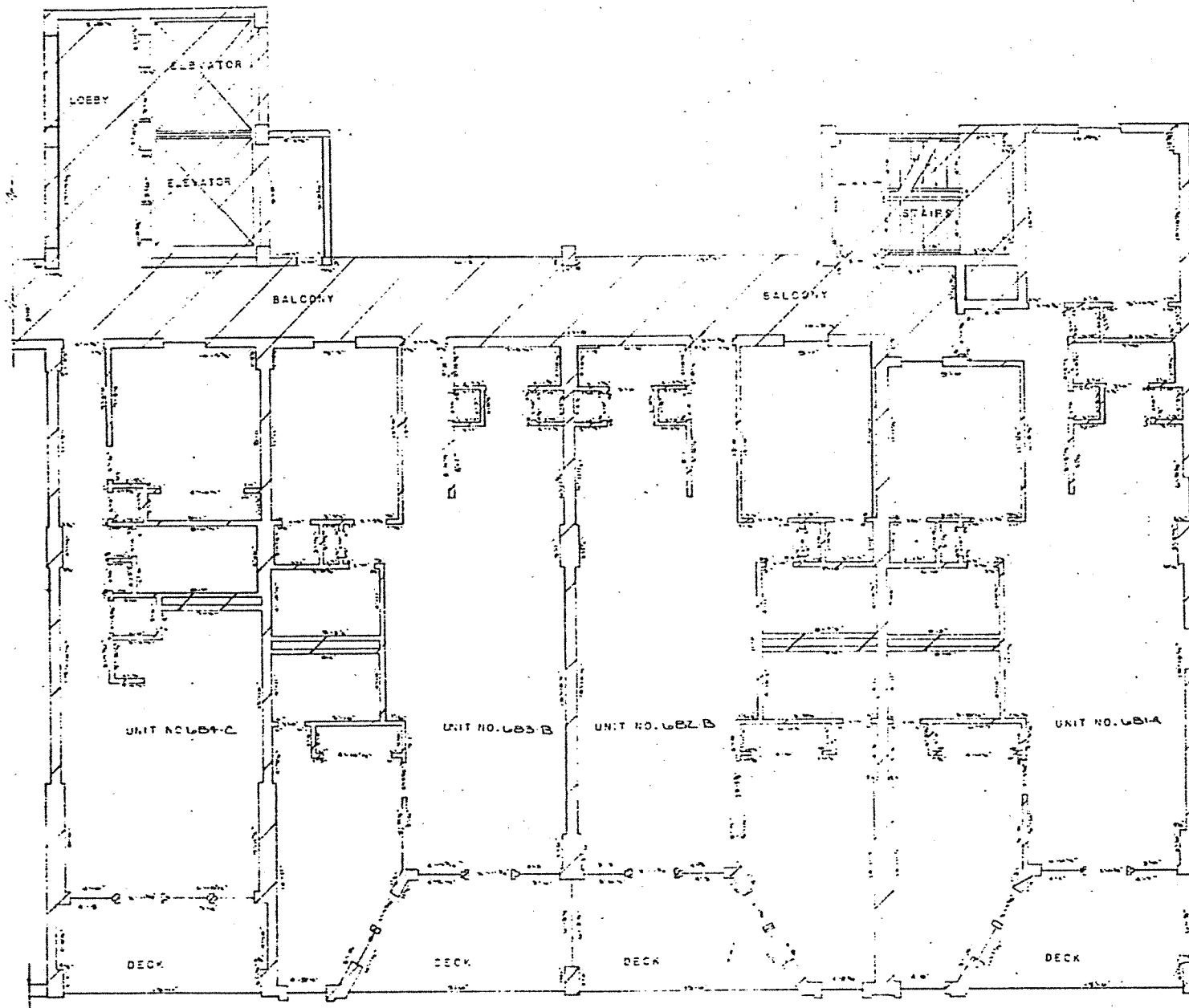
11/11/87	11/11/87	11/11/87	11/11/87
11/11/87	11/11/87	11/11/87	11/11/87
11/11/87	11/11/87	11/11/87	11/11/87
11/11/87	11/11/87	11/11/87	11/11/87



CROSS-HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS-HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
LB1-A	65.77	73.77
LB2-B	65.77	73.77
LB3-B	65.77	73.77
LB4-C	65.77	73.77

MISC. 55 AGE 809



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units LB1-A through LB4-C, inclusive of the Condominium, as located on the following described property to wit: Lot 32, 33, 34, 35, 36, 37, 38 and 39 and West Half of 31, First Addition to Admittance Submission as received at No. 3000 1/2, Page 11.

I further certify that there are no encroachments, easements, or evidence of double boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 22103-0111 and found that the above described property is in Flood Zone V-1 (Flev. 11.11 & 12).

This the 27th day of January, 1985.

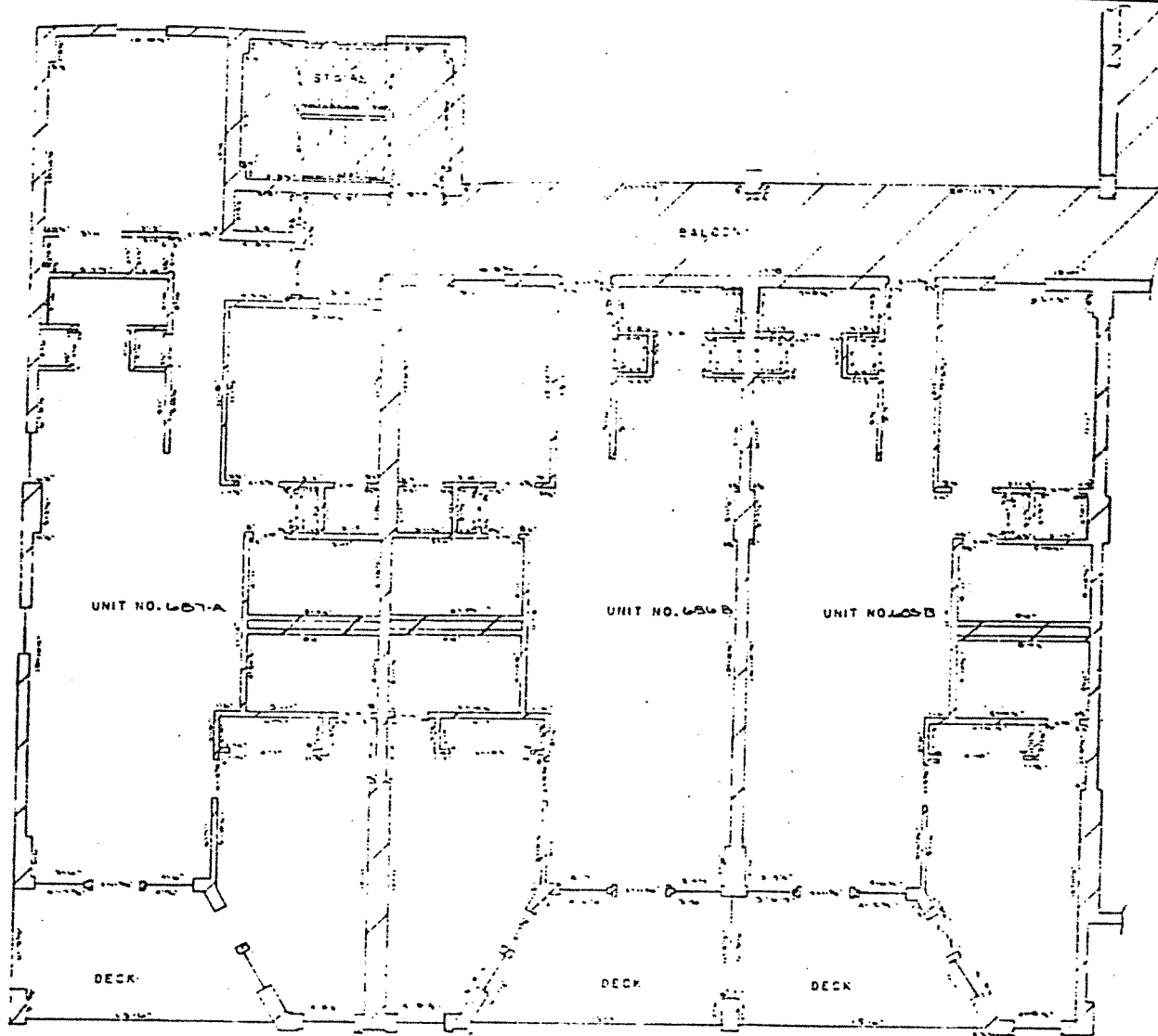
David M. Givens
 REGISTERED SURVEYOR

DATE	BY	REVISION
1/27/85	D.M.G.	1



MISC. 55 AGE 810

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
607-B	6.77	10.77
607-C	6.77	10.77
607-A	6.77	10.77



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALASKA
 COUNTY OF MATKOWITZ

I, David M. Givens, a registered surveyor of the State of Alaska hereby certify that the foregoing is a true and correct map of lots 607-A, 607-B, and 607-C, inclusive of Block 1, a Condominium, as located on the following described property: To wit: Lots 11, 12, 13, 14, 15, East Half of 1/4 Sec 34, West Half of 1/4, First Addition to Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of claims of boundary visible on the surface, except as shown, and that I have consulted the General Insurance Administration from Alaska, Authority Map No. 115003 and found that the above described property is in Block 1, Subdivision No. 11 & 12.

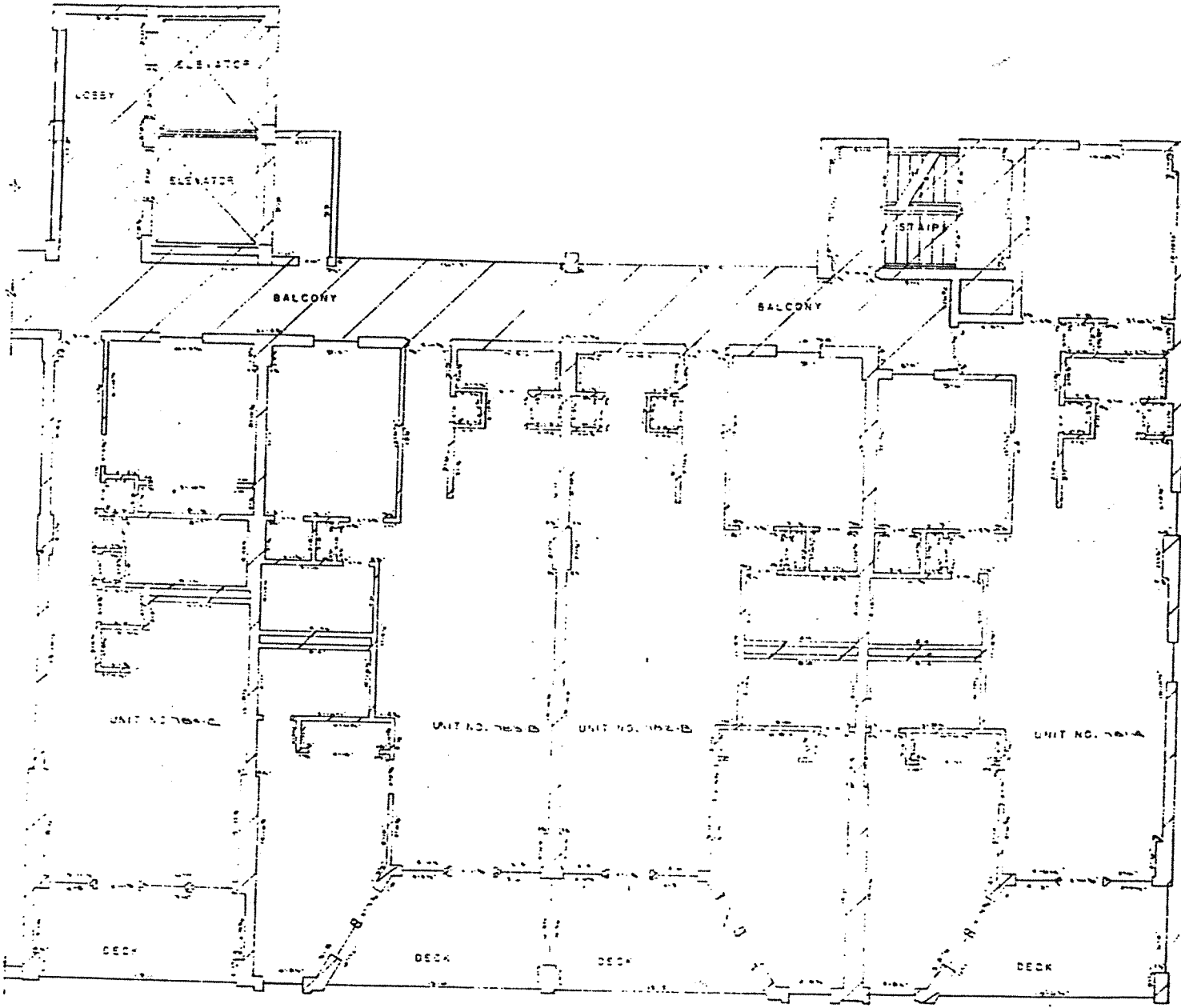
Dated the 14th day of January, 1985.

David M. Givens
 ALASKA REGISTERED SURVEYOR

DATE	1/14/85	PROJECT	UNIT 607-B
BY	D. M. GIVENS	SCALE	AS SHOWN
CHECKED BY		REVISIONS	
APPROVED BY			



CROSS-HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS-HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
701-A	70.00	80.00
702-B	70.00	80.00
703-C	70.00	80.00
704-D	70.00	80.00

MISC. 55 AGE 811

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct set of plans and drawings prepared by me or under my direct supervision, as located on the following described property to wit: Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 of the West Half of 1/4, First Addition to Mobile Subdivision as recorded as Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary, visible on the surface, except as shown, and that I have examined the Federal Insurance Administration Flood Hazard Boundary Map No. 21213-001E and found that the above described property is in Flood Zone V-1 (Elev. 10, 11 & 12).

Date the 10th day of August, 1988.

David M. Givens
 REGISTERED SURVEYOR

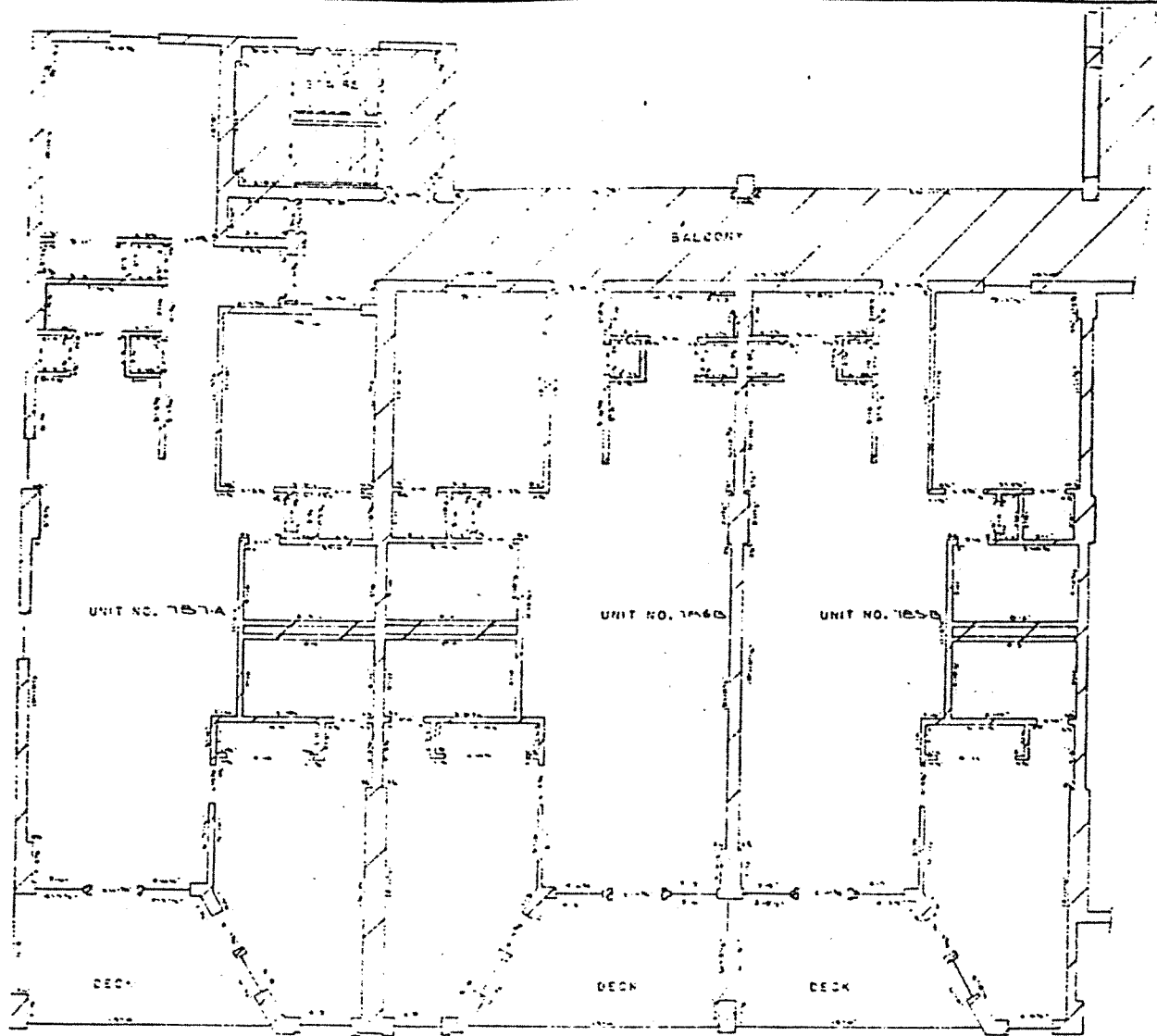
DATE	10/10/88
PROJECT	313 WEST LAUREL AVE., FOLEY, AL
BY	D.M. GIVENS
CHECKED BY	
APPROVED BY	



11/10/88

MISC. 55-46E 812

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
7857	14.45	02.45
7858	14.45	02.45
7859	14.45	02.45



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON-CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David P. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of this town, together with, inclusive of Metcalfe, a corporation, as located on the following described property to wit: Lots 22, 23, 24, 25, East half of 44 and West half of 45, First Addition to Mobile Subdivision as recorded in Map No. 4, Page 11.

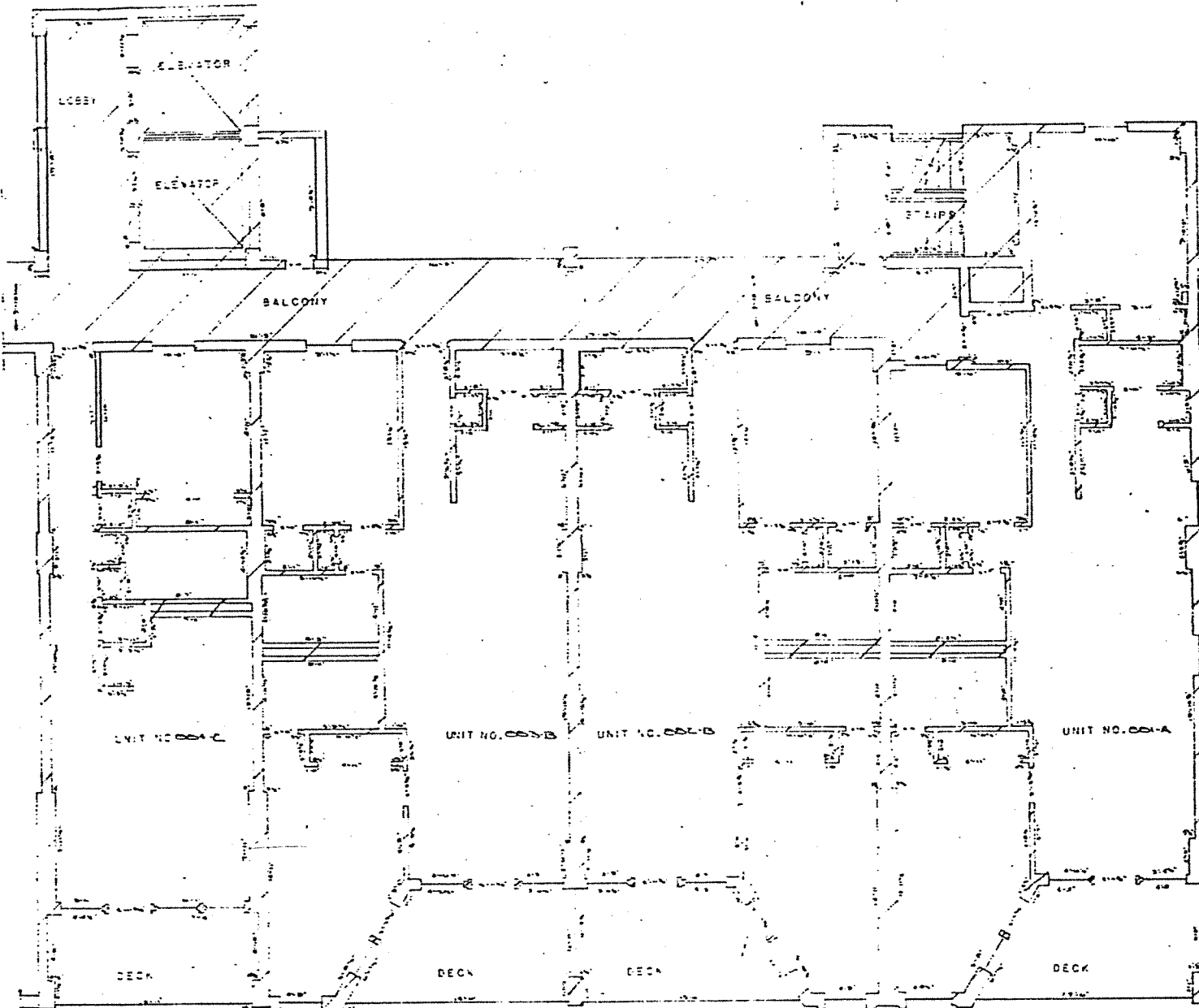
I further certify that there are no encroachments, easements, or violation of Article 11, Section 21 of the Constitution, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 17502-100B and found that the above described property is in Flood Zone V-1 (Zone 1), 17 & 12B.

This is the survey of _____, 1991.

David P. Givens
 SURVEYOR

DATE	10/12/91	
BY	D.P. GIVENS	
TITLE	SURVEYOR	
SCALE	AS SHOWN	

DOES MATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON MATCHED AREAS INDICATE THE PRIVATE ELEMENTS.



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
001-A	0211	0211
001-B	0211	0211
001-C	0211	0211
001-D	0211	0211

MISC. 55-AGE 813

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of said map, through some subdivision of Block 11, a Condominium, as located on the following described property to wit: Lots 32, 33, 42, 43, East Half of 44 and West Half of 45, First Addition to AcPhillips Subdivision as recorded in map Book 4, Page 71.

I further certify that there are no encroachments, easements, or evidence of disputes of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 221023 dated and found that the above described property is in Flood Zone V-2 (Elev. 11, 11 & 12).

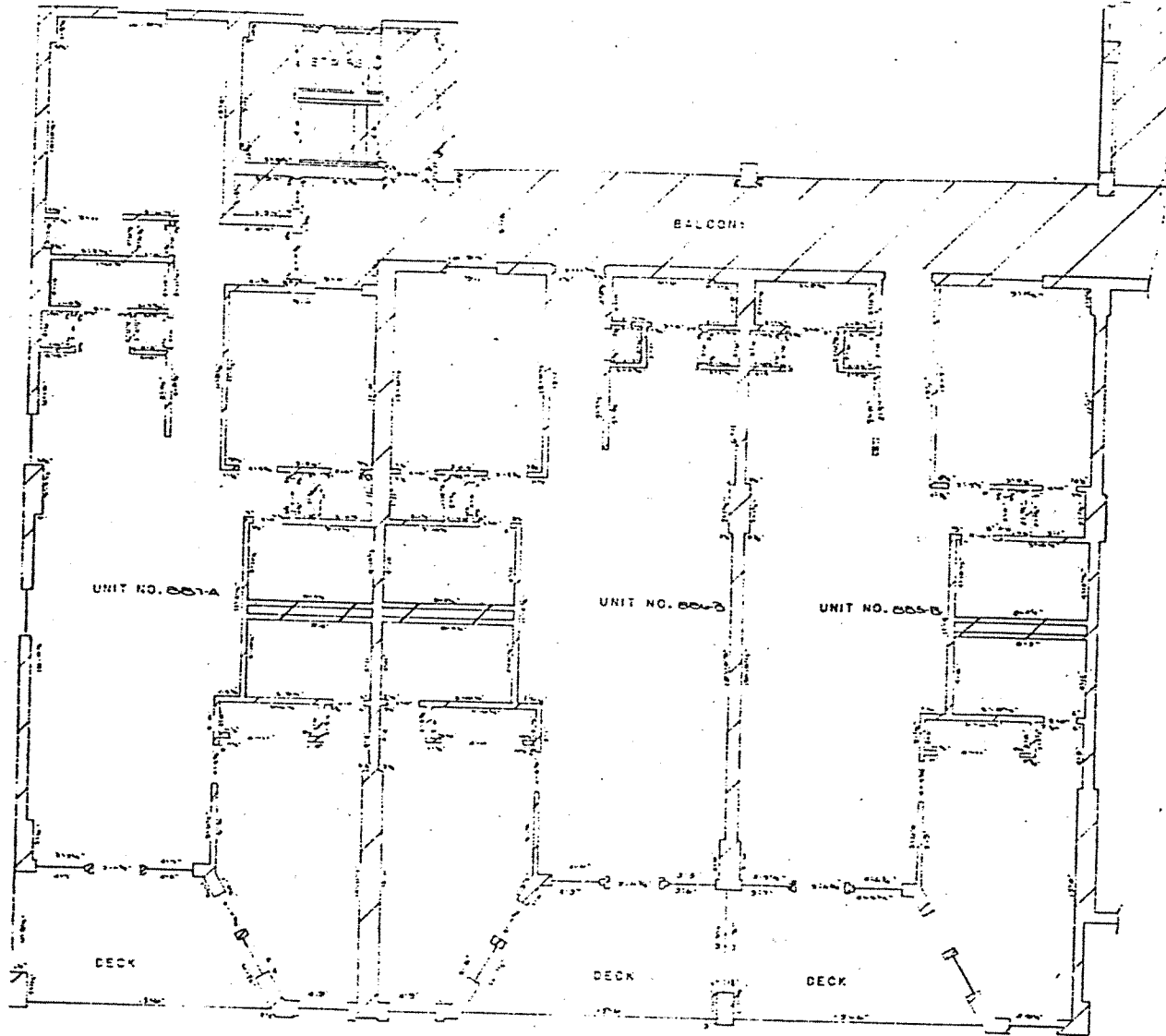
This the _____ day of _____, 1985.

David M. Givens
 SURVEYOR

DATE	11/11/85	
BY	D.M. GIVENS	
TITLE	SURVEYOR	
SCALE	AS SHOWN	

MISC. 55-AGE 814

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
005B	0211	0111
005C	0211	0111
007A	0211	0111



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

STATE OF ALABAMA
 COUNTY OF BALDWIN

CERTIFICATION

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units with common walls, inclusive of balconies, and Condominiums, as located on the following described property to wit: Lots 22, 23, 24, 25, 26, 27, 28 and West Half of 29, First Addition to Phillips Subdivision as recorded in Map Book 4, Page 17.

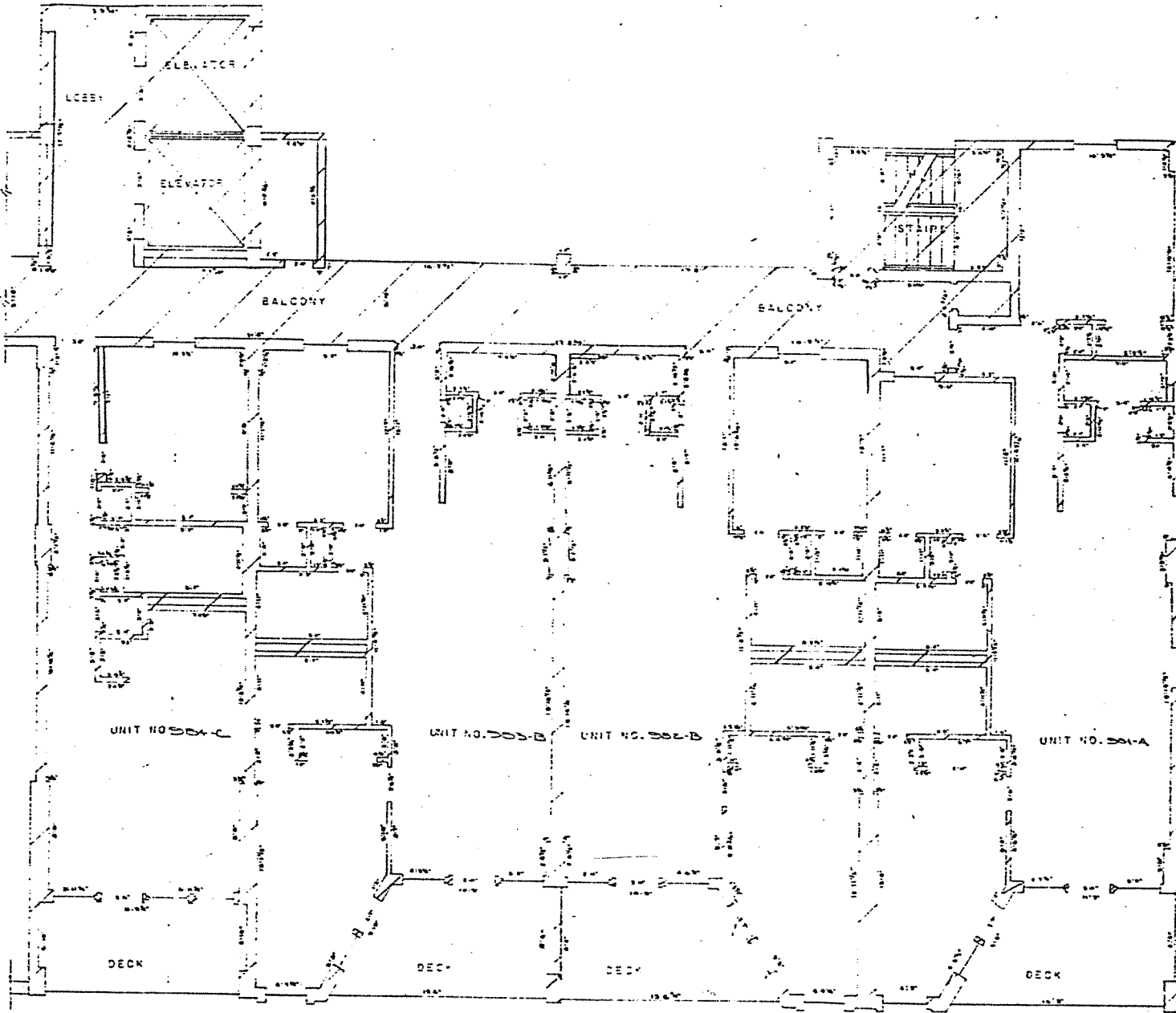
I further certify that there are no encroachments, easements, or evidence of any other boundary visible on the aforesaid, except as shown, and that I have obtained the Federal Insurance Property in Alabama Form 943 (Elev. 10, 11 & 12).

This the 10th day of August, 1988.

David M. Givens
 Registered Surveyor

DATE	08-10-88	0TH FLOOR - UNIT 005-007
PROJECT		
BY		
CHECKED		
SCALE		

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
NON-CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.



ELEVATIONS		
UNIT NO.	FLOOR	CEILING
500-A	0.75	00.74
500-B	0.75	00.76
500-C	0.75	00.72
500-D	0.75	00.72

MISC. 55 AGE 815

STATE OF ALABAMA
COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing as a title are correct map of Units was through DBA inclusive of balconies, a Condominium, as located on the following described property to wit: Lots 12, 13, 14, 15, East Side of 14 and West Side of 15, First Addition to Acropolis Subdivision as recorded on Map Book 4, page 11.

I further certify that there are no encroachments, easements, or evidence of change of boundary visible on the surface, except as shown, and that I have consulted the General Insurance Administration Flood Hazard Boundary Map No. 015205 ALISE and found that the above described property is in Flood Zone V-F Elev. 10, 11 & 121.

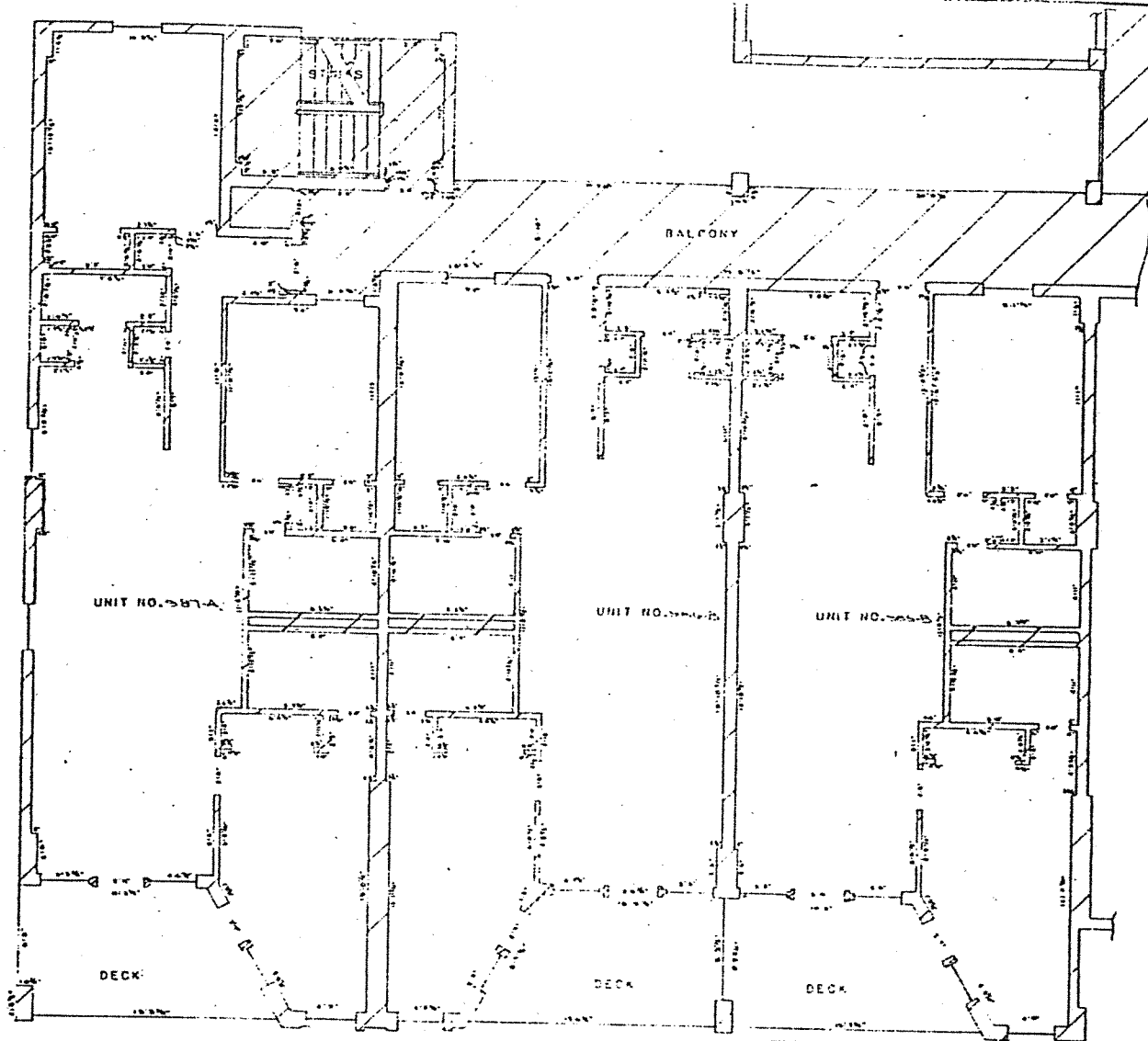
This the 10th day of August, 1985.

David M. Givens
REGISTERED SURVEYOR

DATE	10/12/85	
PROJECT	FLOOR-UNIT 500-A-D	
CLIENT		
SCALE		
BY		

MISC. 55-40E 816

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
2067D	9-74	99-74
2067B	9-74	99-66
2067A	9-74	99-74



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of this new "TERRACE" Condominium, a Condominium, as located on the following described property to wit: Lots 22, 23, 24, 25, East Half of 26 and West Half of 25, First Addition to McPhillips Subdivision as rec'd from to wit: Page 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as noted, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 111015 C-111 and found that the above described property is in Flood Zone V-2 (View, II, 11 & 12).

This true and correct day of _____, 1985.

David M. Givens
 ALABAMA REGISTRATION NO. 10747

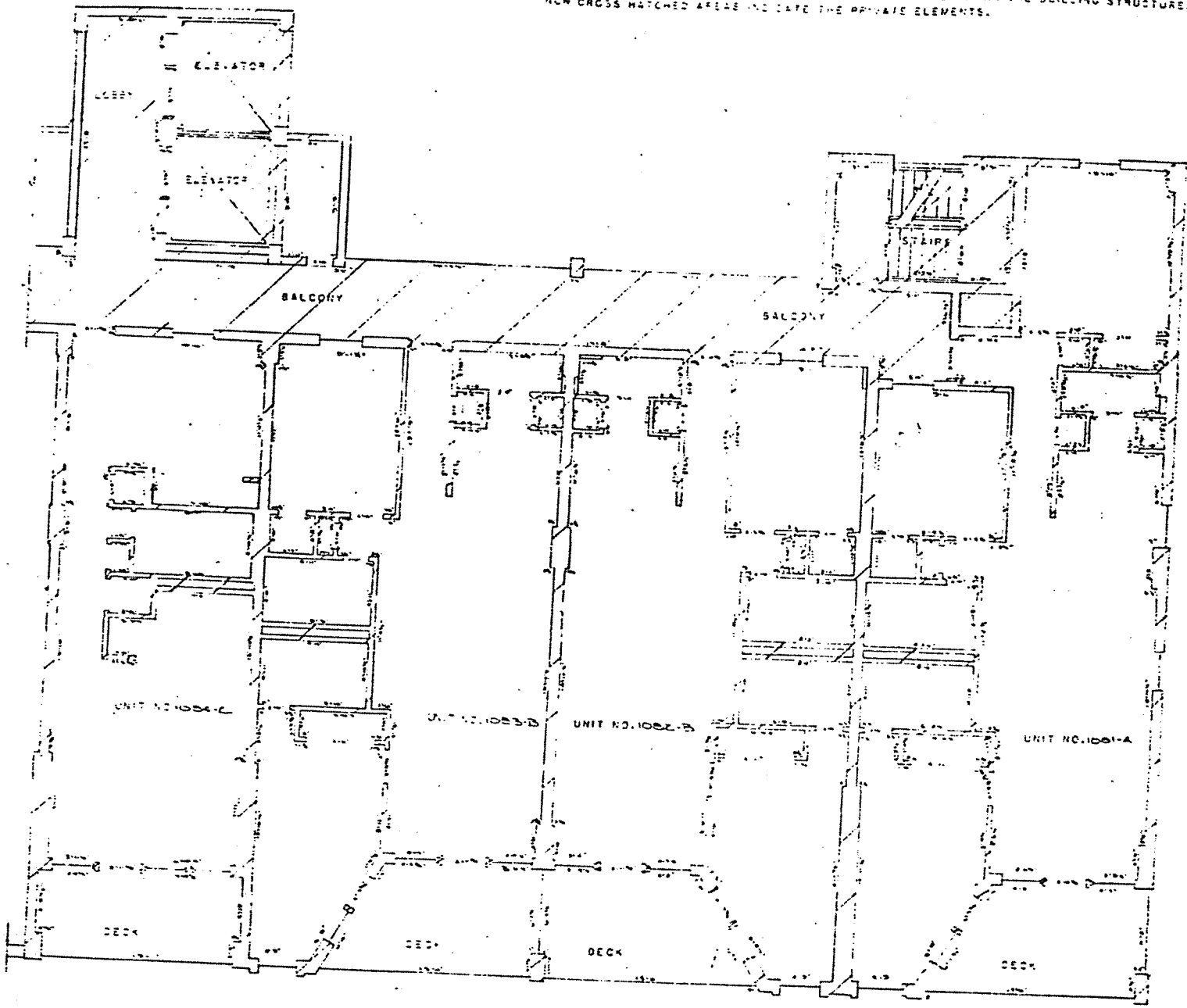
DATE	BY	REVISION



CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

ELEVATIONS			
UNIT NO.	FLOOR	CEILING	
1002-A	1002-A	1002-A	
1002-B	1002-B	1002-B	
1002-C	1002-C	1002-C	
1002-D	1002-D	1002-D	

MISC. 55-AGE 817



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, DAVID M. GIVENS, a registered surveyor of the State of Alabama, hereby certify that the foregoing is a true and correct copy of Unit No. 1002-A, 1002-B, 1002-C, and 1002-D, as located on the following described property to wit: Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 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583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 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983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

I further certify that there are no encroachments, easements, or interests of any kind or nature whatsoever on the aforesaid, except as shown, and that I have conducted the aforesaid platting and certification from plans, surveys, maps, and records on file in the office of the Surveyor General of the State of Alabama, and that the same are correct and true.

THIS TENTH DAY OF MARCH, 1955.

David M. Givens

DATE	10/10/55
BY	D. M. GIVENS
CHECKED	
APPROVED	
REMARKS	

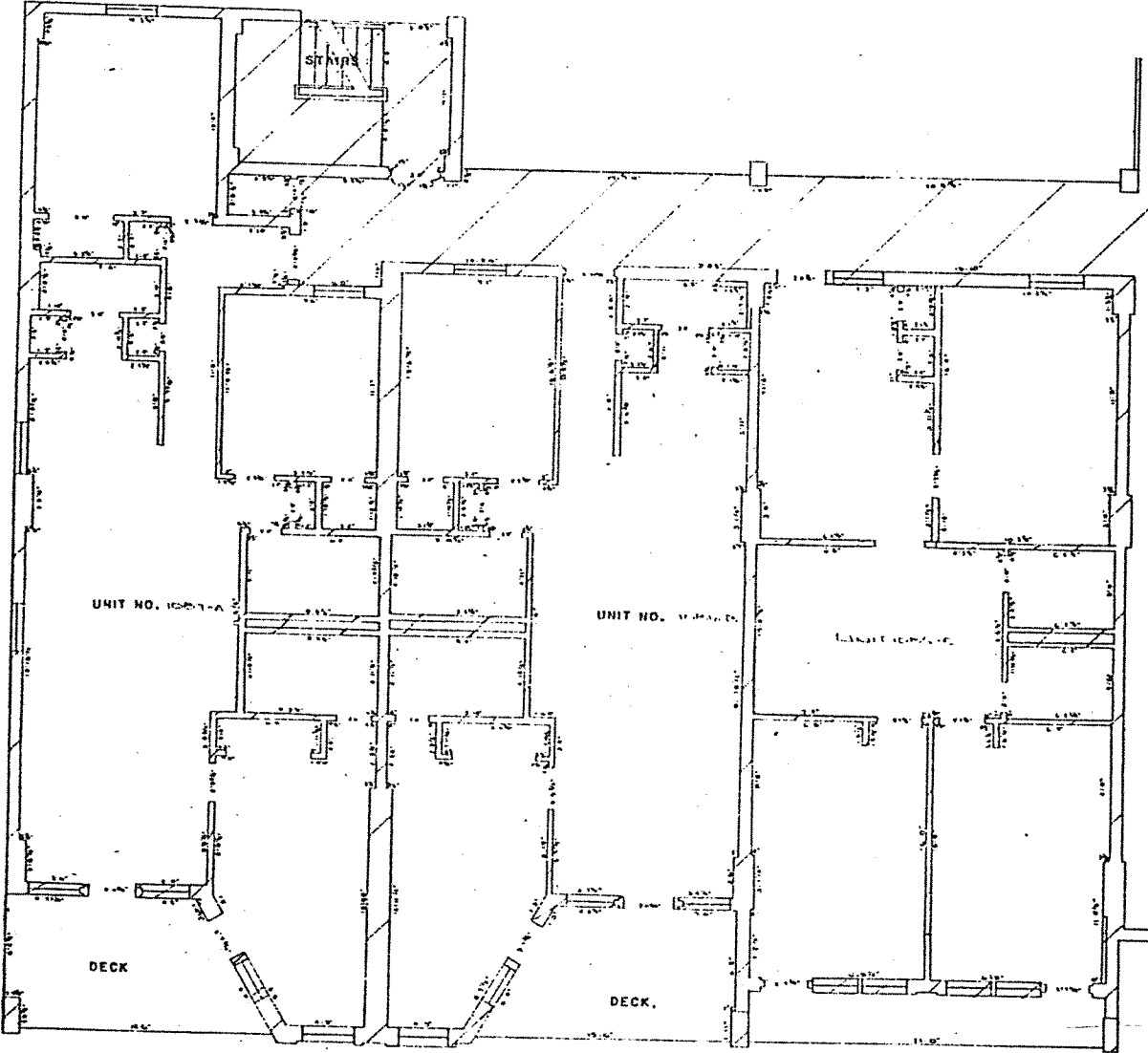
313 WEST LAUREL AVE. FOLEY, AL

GIVENS SURVEYING & ENGINEERING CO., INC.

205 19-43-1681

MISC. 55-AGE 818

ELEVATIONS		
UNIT NO	FLOOR	CEILING
1057-A	105.00	105.00
1057-B	105.00	105.00
1057-C	105.00	105.00



1057-A
1057-B
1057-C

CERTIFICATION

STATE OF ALABAMA
COUNTY OF BALDWIN

I, David M. Cline, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of Units 1057-A, 1057-B, 1057-C, through 1057-F, inclusive of Boardwalk, a Condominium, as located on the following described property to wit: Lots 22, 23, 40, 41, East Half of 44 and West Half of 45, First Addition to McPhillips Subdivision as recorded in Map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as shown, and that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No. 013005 0001E and found that the above described property is in Flood Zone V-0 (Elev. 10, 11 & 12).

This the 10-day of January, 1985.

David M. Cline
ALABAMA REGISTRATION NO. 18127

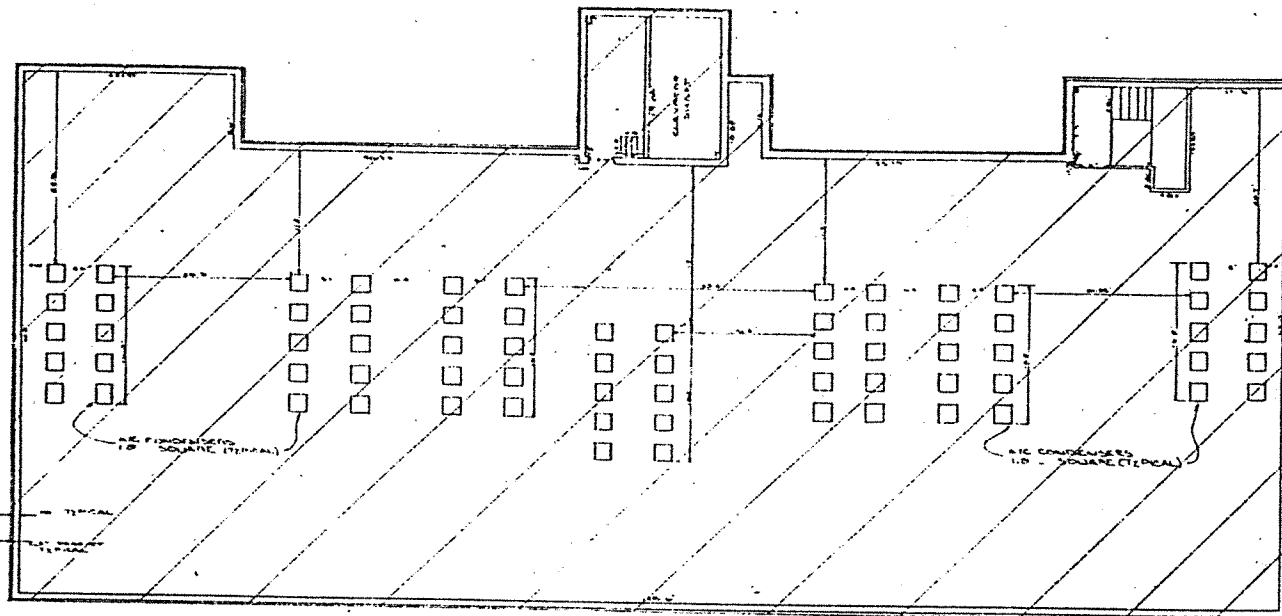
1057-A
1057-B
1057-C

CROSS HATCHED AREAS INDICATE THE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

DATE 1-10-85	1057-A 1057-B 1057-C	
REV DATE 7-23-86	BOARDWALK AS-BUILD	
SCALE 1/8"=1'-0"		
DRAWN BY D.M.C.		

CROSS HATCHED AREAS INDICATE COMMON ELEMENTS WITHIN THE BUILDING STRUCTURE.
 NON CROSS HATCHED AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55 AGE 819



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

I, David M. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of THE ROYAL PALACE, inclusive of basement, a Condominium, as inclosed on the following described property to wit: Lots 22, 21, 20, 41, East Half of 42 and West Half of 43, First Addition to McPhillips Subdivision as recited in map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of dispute of boundary visible on the surface, except as shown, and that I have consulted the General Insurance Administration Flood Hazard Boundary Map No. 511605 01152 and found that the above described property is in Flood Zone V-B (Rev. 11, 1) & 121.

This the 20th day of JUNE, 1995.

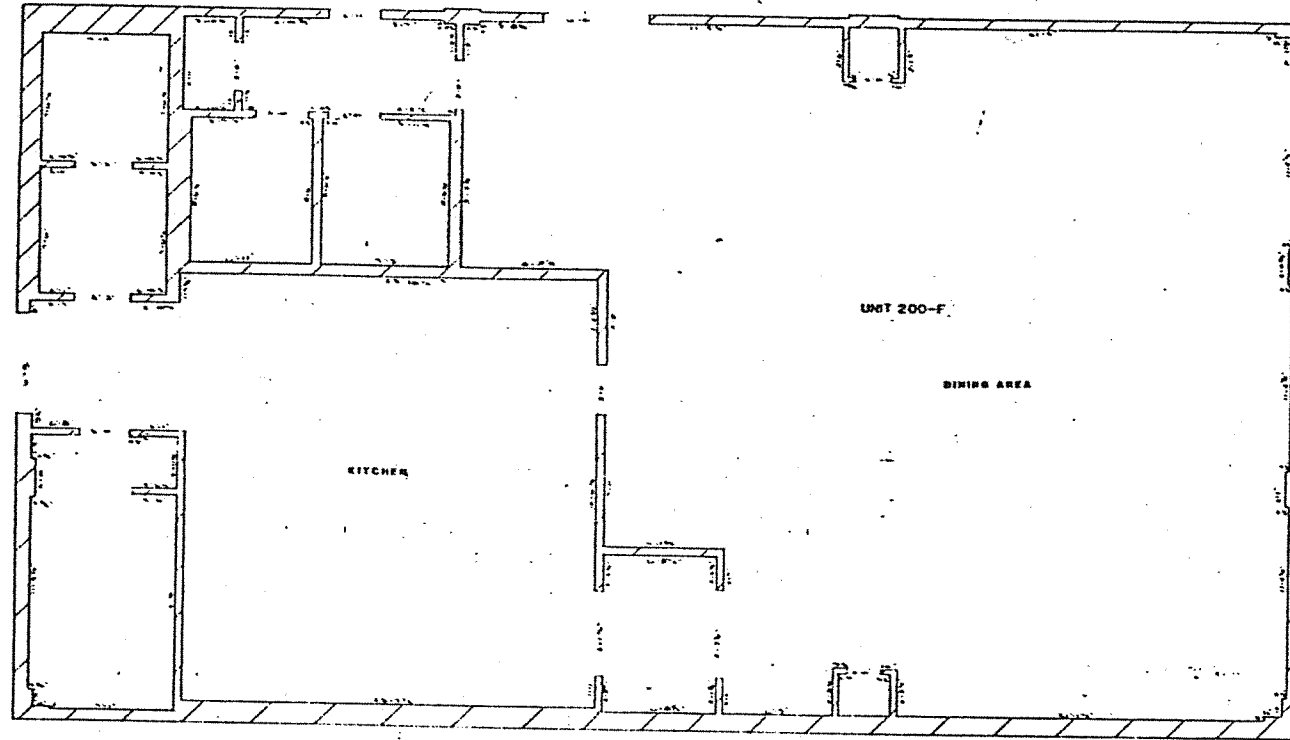
David M. Givens
 ALABAMA REGISTRATION NO. 71301

DATE 6-22-95	ROOF PLAN	
REV NO 1	BOARD WALK AS BUILT	
REV DATE 7-18-95		
SCALE 1/8" = 1'-0"		
DATE 6-22-95		DATE 6-23-95

ELEVATIONS		
UNIT NO.	FLOOR	CEILING
200-F	2' 7 1/2"	8' 7 1/2"

CROSS HATCHED AREA INDICATES THE COMMON AREA WITHIN THE BUILDING STRUCTURE.
 NON CROSS AREAS INDICATE THE PRIVATE ELEMENTS.

MISC. 55-4GE 820



CERTIFICATION

STATE OF ALABAMA
 COUNTY OF BALDWIN

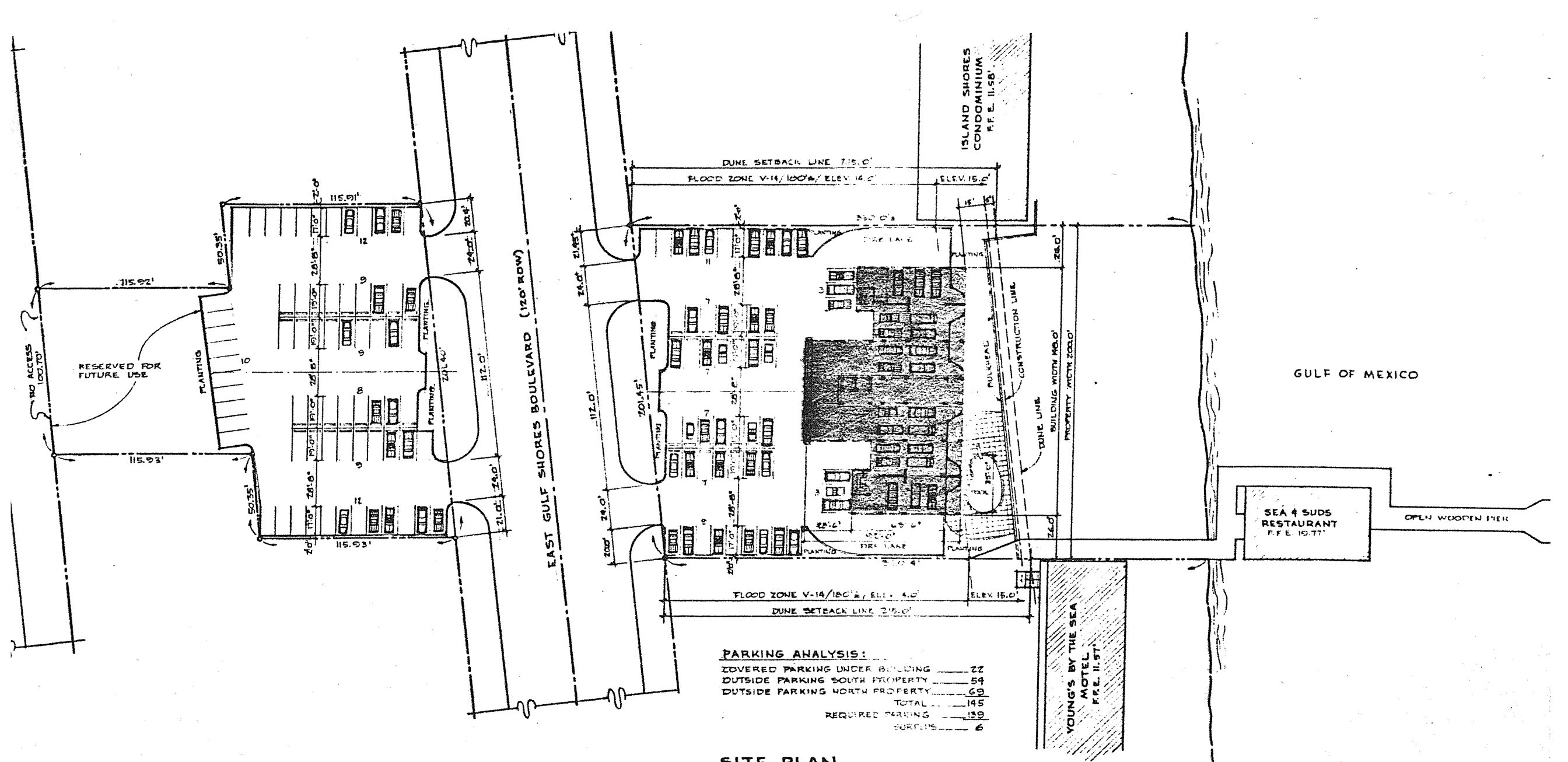
I, David H. Givens, a registered surveyor of the State of Alabama hereby certify that the foregoing is a true and correct map of UNIT 200-F, inclusive of boundaries, a Condominium, as located on the following described property to wit: Lots 31, 33, 40, 41, East Side of 53 and West Side of 43, First Addition to McPhillips Subdivision as recorded in map Book 4, Page 11.

I further certify that there are no encroachments, easements, or evidence of disputes of boundary visible on the surface, except as shown, and that I have conducted the Federal Insurance Administration Flood Hazard Boundary Map No. 213665 CCLSE and found that the above described property is in Flood Zone V-1 (Elev. 11, 11 & 12).

This was surveyed on May 1, 1985.

David H. Givens
 ALABAMA REGISTRATION NO. 12111

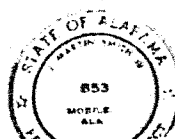
DATE 7-25-85	SEALED & SIGNED BY REST.	
REV. NO.	BOARD WALL AS SHOWN	
REV. DATE		
SCALE 1/4" = 1'-0"		
BY D.H.G.		SHEET 1 OF 2



PARKING ANALYSIS:

COVERED PARKING UNDER BUILDING	22
OUTSIDE PARKING SOUTH PROPERTY	54
OUTSIDE PARKING NORTH PROPERTY	69
TOTAL	145
REQUIRED PARKING	139
SURPLUS	6

SITE PLAN
11.30'



SITE PLAN - POOL PLAN
EXTERIOR LIGHTING

SCALE	APPROVED BY	DATE

GIVENS SURVEYING & ENGINEERING CO. INC.
L. MARTIN SMITH, III ARCHITECT - P.A.