

DECLARATION OF CONDOMINIUM

OF

ISLAND TOWER, A CONDOMINIUM

INDEX

- I. DEFINITIONS
- II. SUBMISSION OF PROPERTY TO ACT
- III. NAME AND ADDRESS
- IV. DESCRIPTION OF PROPERTY - DEVELOPMENT PLAN
 - 4.01. Land
 - 4.02. General Description of Improvements
 - 4.03. Plans
 - 4.04. Buildings
 - 4.05. Units
 - 4.06. Type of Units
 - 4.07. Common Elements
 - 4.08. Limited Common Elements
 - 4.09. Changes
- V. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
 - 5.01. Ownership
 - 5.02. Use
 - 5.03. Share of Expenses
 - 5.04. Lien for Expenses
 - 5.05. Priority of Lien
 - 5.06. Disposition of Surplus
- VI. THE ASSOCIATION
 - 6.01. Name
 - 6.02. Powers and Duties
 - 6.03. Membership
 - 6.04. Voting Rights
 - 6.05. Bylaws
 - 6.06. Restraint Upon Assignment of Shares in Assets
 - 6.07. Board of Directors
 - 6.08. Indemnification
 - 6.09. Limitation of Liability
 - 6.10. Control
 - 6.11. Contracts
 - 6.12. Availability of Records
 - 6.13. Reserves for Replacements
 - 6.14. Working Capital

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2004 November -16 8:28AM

Instrument Number 852526 Pages 113
Recording 339.00 Mortgage
Deed Min Tax
Index 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

852526

VII. OCCUPANCY, USE AND LEASING RESTRICTIONS

- 7.01. Use of Units
- 7.02. Use of Common Elements
- 7.03. Use of Limited Common Elements
- 7.04. Nuisances
- 7.05. Lawful Use
- 7.06. Leases
- 7.07. Completion of Improvements
- 7.08. Right of First Refusal
- 7.09. Restrictions on Mortgaging Units
- 7.10. Miscellaneous Restrictions
- 7.11. Rights of Developer

VIII. EASEMENTS

IX. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

- 9.01. Maintenance by the Association
- 9.02. Maintenance by Unit Owners
- 9.03. Unit Owner's Covenants
- 9.04. Facade
- 9.05. Repairs
- 9.06. Addition, Alteration and Improvement of the Common Elements

X. INSURANCE

- 10.01. Obligation to Purchase
- 10.02. Specified Insurance
- 10.03. Location of Policies
- 10.04. Notice of Change in Insurance Company
- 10.05. Qualification of Insurance Company
- 10.06. Provisions
- 10.07. Named Insured
- 10.08. Property Damage Insurance
- 10.09. Public Liability Insurance
- 10.10. Flood Insurance
- 10.11. Personnel Coverages
- 10.12. Fidelity Bonds
- 10.13. Other Coverage
- 10.14. Unit Owner's Individual Responsibilities
- 10.15. Premiums
- 10.16. Association as Agent
- 10.17. Shares of Proceeds
- 10.18. Distribution of Proceeds
- 10.19. Individual Insurance

XI. RECONSTRUCTION AND REPAIR/DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS

- 11.01. Responsibility
- 11.02. Determination to Reconstruct or Repair
- 11.03. Plans and Specifications

- 11.04. Estimate of Cost
 - 11.05. Assessments for Reconstruction and Repair
 - 11.06. Construction Funds
 - 11.07. Developer's Right to Cure Alleged Defects
- XII. TERMINATION
- XIII. EMINENT DOMAIN/CONDEMNATION
 - 13.01. Determination Whether to Continue Condominium
 - 13.02. Proceeds
 - 13.03. Disbursement of Funds
 - 13.04. Unit Reduced but Habitable
 - 13.05. Unit Made Uninhabitable
 - 13.06. Taking of Common Elements
 - 13.07. Conflict with Act
- XIV. PURCHASE OF CONDOMINIUM PARCEL 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 Notices
 - 17.02. Blanket Mortgages
- XVIII. COVENANT AGAINST PARTITION
- XIX. AMENDMENT OF THE DECLARATION
 - 19.01. Notice
 - 19.02. Adoption
 - 19.03. Prohibited Amendments
 - 19.04. Recording
- 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
- 20.12. Rights of Action
- 20.13. Applicability

EXHIBIT "A"	Real Property Legal Description
EXHIBIT "B"	By-Laws of ISLAND TOWER OWNERS ASSOCIATION, INC.
EXHIBIT "C"	Fractional Ownership Interest In Common Elements (respective share of each unit) and Numerical Value of Vote to which each Unit is entitled.
EXHIBIT "D"	Plans

DECLARATION OF CONDOMINIUM
OF
ISLAND TOWER, A CONDOMINIUM

This Declaration is made and entered into this 15th day of Nov, 2004, by TOWER VENTURES, L.L.C., ("Declarant"), for itself, its successors and assigns, for the purpose of creating a Condominium and establishing certain easements, covenants and restrictions to run with the land.

R E C I T A L S:

Declarant is the fee simple owner of certain real estate described in Article IV of this Declaration, and located in the City of Gulf Shores, County of Baldwin, State of Alabama, ("Parcel").

Declarant intends to and does hereby submit the parcel together with all Buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Alabama Uniform Condominium Act of 1991, §§ 35-8A-101, et seq., Code of Alabama (1975). The Condominium shall be known as Island Tower, a Condominium.

Declarant further desires to establish for the benefit of Declarant and for the mutual benefit of all future Owners or Occupants of the Parcel or any part thereof, a Condominium form of Ownership; and intends that all future Owners, Occupants, Mortgages and any other persons hereinafter acquiring an interest in the Parcel shall hold that interest subject to certain rights, easements and privileges in the Parcel, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance of the Property, as hereinafter set forth.

The Condominium will consist of one Building containing a total of sixty five (65) Units, together with the appurtenances described in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Parcel, and for the purposes above set forth, declares as follows:

Article I
DEFINITIONS

The terms used in this Declaration and in the Exhibits attached to this Declaration and in the By-Laws shall have the meaning specified in the Act, and as follows, unless the context otherwise requires:

- (1) "Act" means the Alabama Uniform Condominium Act of 1991, §§ 35-8A-101, et seq., Code of Alabama (1975).
- (2) "Articles" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Baldwin County, Alabama.
- (3) "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.
- (4) "Association" means Island Tower Owners Association, Inc., an Alabama not-for-profit Corporation, and its successors and assigns, that is the entity responsible for the administration and management of the Condominium and is the Corporation organized in accordance with the Act.
- (5) "Board" means the Board of Directors of the Association.
- (6) "Building" means all structures or structural improvements located on the Parcel and forming part of the Condominium.
- (7) "By-Laws" means the duly adopted By-Laws of the Association and are identified as EXHIBIT "B" attached hereto and made a part hereof as if fully set out in this Declaration.
- (8) "Common Elements" means any part of the Condominium Property, as set forth and defined in Article IV of this Declaration, in which all of the Unit Owners have an undivided interest.
- (9) "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocation to reserves, including but not necessarily limited to expenses incurred in the maintenance, administration, improvement and repair of the Common Elements, whether incurred or estimated by the Board, for which the Unit Owners are liable to the Association in accordance with the terms of the Condominium Documents.
- (10) "Common Surplus" means the excess of all receipts of the Association arising out of the Ownership of Common Elements over the amount of the Common Expenses.

(11) "Condominium" means the Island Tower, a Condominium, and consists of the Condominium Property submitted to the Condominium form of Ownership by this Declaration.

(12) "Condominium Documents" means the Declaration, By-Laws, Articles and all Rules and Regulations as may be adopted by the Association; and all exhibits attached thereto, as the same may be amended from time to time.

(13) "Condominium Property" or "Property" means all Property, both real, personal or mixed, which is submitted by this Declaration, and includes the Parcel and all improvements now existing or hereafter placed thereon, all easements, rights, interests and appurtenances thereto, and all personal property now or hereafter used in connection therewith.

(14) "Declaration" means this Declaration as it may be amended from time to time.

(15) "Developer" means TOWER VENTURES, L.L.C., its successor and assigns.

(16) "Limited Common Elements" shall have the same meaning as is defined in the Act and as set out in this Declaration.

(17) "Member" means a Member of the Association, Membership in which is confined to Unit Owners.

(18) "Mortgagee" means any holder and Owner of a mortgage or vendor's lien on any part or all of the Condominium Property.

(19) "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

(20) "Person(s)" means a natural person, a corporation, a partnership, a limited partnership, an association, a trustee, a joint venture or other legal entity.

(21) "Plans" means the site plan, floor plans and elevations of the Condominium prepared by an independent registered engineer or registered architect, which are marked EXHIBIT "D" and attached to this Declaration and expressly made a part hereof as though fully set out in this Declaration. The Plans contain a certificate of completion executed by an independent registered engineer or registered architect in accordance with the Act. The Plans contain a certification that the Plans contain all information required by the Act.

(22) "Real Property" or "Parcel" means the Real Property as described in this Declaration which is herein submitted to the Condominium form of Ownership.

(23) "Unit" or "Private Elements" means a physical portion of the Property designated, designed and intended for separate Ownership or occupancy, the boundaries of which are described in this Declaration. Each Unit shall consist of the space and structures enclosed and bounded by the horizontal and vertical planes as shown on the plan, which planes shall be determined as follows:

(a) Horizontal Boundaries (Planes). The upper and lower boundaries extended to their planar intersections with the vertical boundaries of the Unit as follows:

(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, wallpaper and like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures, provided, however, that no weight bearing walls and columns of the Buildings in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts and public utility lines situated within such Unit and forming part of any system serving one (1) or more other Units or the Common Elements or Limited Common Elements shall be deemed to be a part of the Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

(24) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple Ownership of a Unit and of the appurtenant undivided interest in the Common Elements.

When the context permits hereunder, 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.

Article II SUBMISSION OF PROPERTY TO ACT

By this Declaration, Declarant submits the Parcel and the Property to the provisions of the Act.

Article III NAME AND ADDRESS

The name of the Condominium is Island Tower, a Condominium. The Condominium is located at 521 West Beach Boulevard, in the City of Gulf Shores, County of Baldwin, State of Alabama.

Article IV DESCRIPTION OF PROPERTY – DEVELOPMENT PLAN

4.01. Land. The following Real Property, together with all buildings, structures, improvements, and all other permanent fixtures thereon, and all rights and privileges belonging or in anyway pertaining thereto, is hereby submitted to the Condominium form of Ownership.

See EXHIBIT "A" attached hereto and made a part hereof by reference in this Declaration.

4.02. General Description of Improvements. The Condominium shall consist of the above described Real Property, together with the improvements, landscaping and other aesthetic amenities, automobile parking areas and other Common Areas as more specifically set out in this Declaration and as shown on the attached Plans.

4.03. Plans. The improvements for the Condominium are substantially completed in accordance with the Plans, as evidenced by the Certificate of Completion executed by an independent registered architect or registered engineer.

4.04. Building. The Condominium building shall consist of twenty-six (26) levels (including ground level) constructed out of concrete and glass. The top twenty-two (22) levels shall contain residential units, for a total of sixty-five (65) residential units. The ground level and the next three (3) levels shall be used for parking, amenities and other purposes as more fully described elsewhere in this Declaration. The ground level (first level) shall contain parking spaces, common restrooms, and an outdoor pool. The second thru fourth levels shall, in combination, contain pool equipment room, common fitness center, sauna, indoor pool and other common amenities

as may be noted in the Plans. The fifth (5th) level through the twenty-fifth (25th) level shall each contain three (3) residential units. The twenty-sixth (26th) level (top) shall contain two residential units.

4.05. Units. Each Unit is assigned a number or letter or a combination thereof, which is indicated on the plans made EXHIBIT "D" to this Declaration, 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 as shown on the plans, the name of the Condominium, the name of the county in which the Parcel is situated, the name of the office in which this Declaration is recorded, and the book and page number where the first (1st) page of this Declaration is recorded. The description and location of the Units/Private Elements are determined with the aid of the plans and the horizontal and vertical planes as described in the definition Article herein.

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 or her Unit, which right shall be an appurtenance to his or her 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, 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.

4.06. Types of Units. All Units of the Condominium shall be for residential use only except as may be otherwise stated herein. There are three (3) basic type Units, two (2) of such basic type Unit having a mirror image, creating five (5) basic floor plans.

Basic Unit Type "A" is a three (3) bedroom, three (3) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 1,621 square feet, together with two (2) covered balconies containing a combined total of approximately 314 square feet serving the Unit as a limited common element. Each floor containing residential units except for the top (penthouse) floor, shall have two (2) Type "A" Units, being mirror images of each other. There are a total of forty-two (42) Type "A" Units.

Basic Unit Type "B" is also a three (3) bedroom, three (3) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 1,597 square feet, together with a covered balcony containing approximately 295 square feet serving the Unit as a limited common element. The center interior unit on each residential floor, except the top (penthouse) floor, shall be a Unit Type "B" for a total of twenty-one (21) Type "B" Units.

Basic Unit Type "C" is a four (4) bedroom, four (4) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 2,429 square feet, together with a covered balconies containing approximately 454 square feet serving the Unit as a limited common element. The top (penthouse) floor shall contain two Type "C" Units, being mirror images of each other.

4.07. Common Elements. The Common Elements are all portions of the Condominium other than the Units and shall include generally the Common Areas and facilities located substantially as shown on the plans. Such Common Elements will include the following unless specifically included within a Unit:

- (1) The land described in Article IV of this Declaration;
- (2) The foundations and footings, exterior walls, roofs, girders, beams, supports, entry walks and entry porches of any Building;
- (3) The yard, walkways, parking areas and landscaping;
- (4) The mechanical systems and installations providing service to any buildings, 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 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;
- (5) All maintenance facilities, water storage tanks, pumps, outdoor lighting and the like;

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

(7) All other parts of the buildings, all apparatus and installations existing in the buildings or on the Property for the common use of the Unit Owners, or necessary for the convenience or the existence, maintenance and safety of the building, and which are not specifically made part of the Private Elements by the terms of this Declaration.

4.08. Limited Common Elements. The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows: The balcony or balconies abutting each Condominium Residential Unit and constructed so as to serve only such Unit are Limited Common Elements appurtenant to those Units to which they attach. The use of such Limited Common Elements is restricted to the Units to which they are appurtenant. The use of such Limited Common Elements is restricted to the Units to which they are appurtenant.

4.09. Changes. Declarant reserves the right to change the interior design and arrangement of any or all Units owned by Declarant. Declarant 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 Declarant alone, notwithstanding the procedures for amendment described in this Declaration. 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 Declarant shall appropriately reapportion the shares of the Common Elements which are allocated to the altered Units. Provided, however, the Special Declarant right granted by this Article must be exercised on or before two (2) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama. No assurance is made concerning whether or not any Unit will be or will not be changed by the Declarant nor is any assurance made concerning the nature, character or quality of said change. The exercise by Declarant of the Special Development right to change a Unit does not obligate the Developer to exercise said right in any one (1) or all of any other Unit in the Condominium.

Article V COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.01. Ownership. Each Unit Owner shall be entitled to the fractional Ownership in the Common Elements allocated to the respective Unit as set forth in EXHIBIT "C" to this Declaration. The Ownership interests 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.

5.02. Use.

(a) Each Unit Owner shall have the right to use the Common Elements (except any portions of the property subject to leases made by or assigned to the Board and except any portions thereof designated as a Limited Common Elements and restricted to the exclusive use of and as an appurtenance to another Unit) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit Owner by such Unit Owner. The Unit Owner shall have the right to non-exclusive use and possession of the Limited Common Elements considered appurtenant to the Ownership of such Unit. The right to use the Common Elements and Limited 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.

(b) Anything contained herein notwithstanding, a valid exclusive easement is hereby declared and established for the benefit of each Unit and the Unit Owner consisting of the right to use and occupy the balcony or deck serving only such Unit.

5.03. Share of Expenses. Each Unit Owner shall be assessed and is personally liable for a proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as the fractional Ownership of a Unit Owner in the Common Elements. Each Unit Owner shall be assessed and is personally liable for a proportionate share of the Limited Common Expenses in connection with the Limited Common Elements which are appurtenant to the Unit Owner's Unit. Payment of Common Expenses shall be in such amounts and at such times as determined in the By-Laws. 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 or her 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.

5.04. Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other Assessment when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at the maximum percentage rate as may then be permitted under the Laws of the State of Alabama, from and after the date said Common Expenses, or other assessments, become due and payable, in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

5.05. Priority of Lien. Any lien of the Owners Association shall be subject to the rules of priority as stated in the Act and other applicable state laws.

5.06. Disposition of Surplus. The Common Surplus shall appertain to the Units in proportion to the liability for Common Expenses appertaining to each Unit; 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 at the sole discretion of the Association.

Article VI THE ASSOCIATION

6.01. Name. The name of the Association shall be Island Tower Owners Association, Inc.

6.02. Powers and Duties. The operation and administration of the Condominium shall be by the Association of Unit Owners, pursuant to the Act. The Association shall be a not for profit corporation and shall be responsible for the maintenance, repair, replacement, administration and operation of the Property. 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 the other Condominium Documents as they may be amended from time to time. Without limiting the foregoing, the Association is specifically authorized to enter into agreements by which the powers and duties of the Association, or some of them, may be exercised or performed by some other person or persons. Also, without limiting any of the foregoing, 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 project 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 Project. The Board of Directors shall have the authority and the duty to levy and enforce the collection of general and specific assessments for Common Expenses and Limited Common Expenses, and is further authorized to provide adequate remedies for failure to pay such assessments.

6.03. Unit Ownership. Each Unit Owner shall be a Member of the Association so long as he or she is a Unit Owner. The Membership of a Unit Owner shall automatically terminate when he or she 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 or her Unit.

6.04. Voting Rights. The aggregate member of votes for all Members shall be sixty-six (66). Each Unit shall be entitled to a vote with a numerical value as indicated in Exhibit "C" attached hereto. The vote of a Unit shall not be divisible. All votes shall be cast in accordance with the provisions set forth in the By-Laws.

6.05. By-Laws. The Association and its Members shall be governed by the By-Laws identified as EXHIBIT "B" and attached hereto and made a part hereof as if set out fully in this Declaration.

6.06. Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

6.07. 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 seven (7) 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.

6.08. 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 or her in connection with any proceeding to which he may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, whether or not he or she 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 or her 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.

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

6.10. Control. Subject to the provisions in this Declaration, until the earliest of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Developer; (ii) two (2) years after Developer or the successors or assigns of Developer have ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Units was last exercised, the By-Laws and rules adopted by Developer shall govern and Developer shall have the exclusive right to appoint, remove and designate the officers and Members of the Board of Directors, and neither the Unit Owners nor the Association nor the use of the Condominium Property by Unit Owners shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may voluntarily surrender the right to appoint and remove officers and Members of the Board; but, in that event, Developer may require, for the duration of the period of Developer control, that specified actions of the Association or Board, as described in a recorded instrument executed by Developer, be approved by the Developer before they become effective. Provided, however, not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Developer, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Board must be elected by Unit Owners other than Developer. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Developer, not less than thirty three and one-third percent (33 1/3%) of the Members of the Board must be elected by Unit Owners other than Developer. Except as provided for in the Act, not later than the termination of any period of Developer control, the Unit Owners shall elect a Board of at least three (3) Members, at least a majority of whom must be Unit Owners other than Developer.

6.11. Contracts. If entered into before the Board elected by the Unit Owners pursuant to the Act takes office, any professional management contract must contain provisions that the contract may be terminated without penalty and upon not more than ninety (90) days notice to the other party by the Association at any time after the Board elected by the Unit Owners pursuant to the Act takes office.

6.12. Availability of Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act. The Association shall make reasonably available in the county where the Condominium is located for examination by Unit Owners, prospective purchasers, first Mortgages and insurers of first (1st) Mortgages of any Unit, or their authorized agents, current copies of the Declaration, By-Laws, Rules and Regulations and other books, records, financial statements and the most recent annual financial statement of the Association. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances. Any eligible Mortgagee shall have the right to have prepared, at the expense of said Mortgagee, an audited financial statement of the Association.

6.13. 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 Elements and Limited Common Elements. The fund shall be maintained out of regular assessments for Common Expenses.

6.14. Working Capital. In order to insure that the Association Board will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable, and to provide for the Project's operation in the initial months of operation, there shall be established a working capital fund. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the initial sale of each Unit from Developer and maintained in a segregated fund account for the use and benefit of the Association. Amounts paid into the fund shall not be considered as advance payment of regular assessments. Developer shall be prohibited from using the working capital funds to defray any of the expenses, reserve contributions or construction costs of Developer or to make up any budget deficits while Developer is in control of the Owner's Association. Developer may, however, when unsold Units are sold, reimburse Developer for funds paid by Developer to the Owner's Association for an unsold Unit's share of the working capital fund by using funds collected at closing when the Unit is sold.

Article VII
OCCUPANCY, USE AND LEASING RESTRICTIONS

7.01. Residential Use. Each Unit or any two or more adjoining Units used together shall be used only as a residence, except that, if permitted by applicable zoning ordinances, a professional or quasi-professional Unit Owner or Occupant using a Unit as a residence may also use that Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Occupant from (1) maintaining his personal professional library, (2) keeping his personal business or professional records or accounts, or (3) handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

7.02. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units. However, other areas designed 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 or her Unit without the approval of the Board of Directors.

7.03. Use of Limited Common Elements. The Limited Common Elements shall be used only by the Unit Owners having an undivided interest in and to the Unit to which the Limited Common Elements is assigned, and their agents, servants, tenants, family members, invitees and licensees for such purposes incidental to the use of said Units. Such uses shall at all times be consistent with this Declaration.

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

7.05. Lawful Use. No 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 that 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.

7.06. Leases. Units may be leased by the Unit Owners, provided, however; (1) that such lease and the rights of any tenant thereunder is 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; and (2) that such lease or rental agreement shall be in writing.

Each Unit Owner who has or who shall hereafter lease his or her Unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce the Rules and Regulations of the Condominium Association and to terminate the lease of and evict any tenant who fails to comply with said Rules and Regulations or who provides other sufficient cause for termination of the lease and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Rules and Regulations of the Association or any contract for lease. The Association, the Board of Directors or its managing agent shall not become liable to any Unit Owner or sublessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

The provisions of this Article shall not be applicable to Declarant who is hereby irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy to sell, lease or rent Units for any period and under any terms to any lessees or purchasers or transferees with the right to take any action necessary to consummate the sale or rental of said Units, including, but not limited to, the right to maintain model Units post signs, have employees in the offices maintained in the Condominium Buildings, use the Common Elements and show Units to prospective purchasers. Sale office signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of declarant.

7.07. Completion of Improvements. Until such time as Developer has completed and sold all of the private individual Units or any proposed future improvements (phases) as contemplated in this Declaration, or any

amenities associated therewith, neither the private individual Unit Owners, nor the Association, nor the users of the Condominium Property shall interfere with the completion of the planned improvements or the sale of Units. The Developer may make such use of the unsold Units and Common Areas as may facilitate such completion and sale.

7.08. Right to First Refusal. The right of a Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

7.09. Restrictions on Mortgaging Units. Anything construed in any of the Condominium Documents notwithstanding, there shall be no restrictions of the right of a Unit Owner to mortgage his or her Unit.

7.10. Miscellaneous Restrictions.

- (1) No waste shall be committed in or on the Common Elements.
- (2) Except as expressly provided in this Declaration, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- (3) Nothing shall be stored in or upon the Common Elements or Limited Common Elements without prior consent of the Board except in storage closets or areas or as otherwise expressly provided in this Declaration.
- (4) All parts of the Property shall be kept in an clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.
- (5) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.
- (6) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or any portion thereof.
- (7) Parking of vehicles in driveways and parking areas shall be subject to the Rules and Regulations of the Board applicable thereto.

(8) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.

(9) No animals or pets of any kind shall be kept in any Unit or any Property of the Condominium except with the written consent of and subject to the Rules and Regulations adopted for keeping such pets by the Board of Directors of the Association; provided that such consent may be terminated without cause at any time by the Board of Directors of the Association. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the Property within three (3) days from the day the Owner receives the written notice from the Board of Directors of the Association. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the Condominium Property or to any other Property operated by the Association.

(10) 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.

(11) Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

(12) At least one (1) automobile parking space shall be made available to each Unit. The Board of Directors of the Association may or may not in its discretion assign specific parking spaces to the Unit Owners. If an assignment is made, such assignment shall not be recorded in the public records. The Board of Directors of the Association shall have the right to change the assignment of such specific parking spaces from time to time as in its sole discretion it deems advisable.

(13) Motorcycles, motor bikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or Property.

7.11 Rights of Developer. 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. Developer may maintain sales offices, management offices, leasing and operations offices and models in any Unit of the Condominium or on Common Elements in the Condominium without restriction as to the number, size or location of said sales offices, management offices, leasing and operations offices and models. Developer shall be permitted to relocate said sales offices, management offices, leasing and operations offices and models from one (1) Unit location to another or from one (1) area of the Common Elements to another area of the Common Elements in the Condominium. Developer may maintain signs on the Common Elements advertising the Condominium. The rights of Developer as provided for in this paragraph shall cease and terminate ten (10) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama.

Article VIII EASEMENTS

Each of the following easements are reserved to the Association for the benefit of the Members of the Association and their guests and lessees, is a covenant running with the land:

(1) Utilities. Each Unit shall have an easement as may be required for Utility Services needed to serve the Condominium adequately; provided, however, easements through a Unit shall be according to the plans and specifications for the Building or as the Building is actually constructed or reconstructed, unless otherwise approved in writing by the Unit Owner. The Board of Directors or its designee shall have a right of access to each Unit to inspect such Unit, to maintain, repair or replace drainage facilities and the pipes, wires, ducts, vents, cables, conduits and other facilities related to the providing of utility services, and Common Elements or Limited Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services, drainage facilities and easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Unit Owner.

(2) Ingress and Egress. Each Unit shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, walkways and lanes, and like passageways, as the same may from time to time exist on the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may 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, nor shall it give or create in any person the right to use or occupy a Limited Common Elements designated for the exclusive use of others. This easement shall be nonexclusive 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.

(3) Drainage. Each Unit shall have an easement as may be required to drain the Condominium Property adequately.

(4) 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, the Common Elements and the Limited Common Elements.

(5) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands. In any event any building, any Unit, any adjoining Unit, or any adjoining Common Elements or Limited Common Elements, shall be partially or totally destroyed as 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 or Limited Common Elements upon any Unit or of any Unit upon another Unit or upon any portion of the Common Elements or Limited 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 shall stand.

Article IX MAINTENANCE, ALTERATION, AND IMPROVEMENTS

9.01. Maintenance by the Association.

(1) The Association, as a Common Expense, shall maintain, repair and replace if necessary the following:

(a) All portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Paragraph 9.02, hereof.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services that are contained within a Unit but service part or parts of the Condominium other than the Unit within which contained and that are not the responsibility of a Unit Owner under Paragraph 9.02, hereof.

(2) 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 other type properties, 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; provided, however, if such contract is entered into before the Board elected by the Unit Owners pursuant to the Act takes office, such contract shall be subject to the provisions of Paragraph 6.11 of this Declaration.

9.02. Maintenance by Unit Owners.

(a) Each Unit Owner shall maintain his Unit and the interior thereof in good tenantable condition and repair, and shall repair, maintain and replace if necessary the following:

(1) 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 exterior doors which shall be a responsibility of the Association; and all wall coverings and carpeting within a Unit.

(2) 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 flues 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 therefore.

(b) Each Unit Owner shall keep the Limited Common Elements, appurtenant to his Unit, if any, in a neat and presentable appearance and shall not allow such area to be used for storage or beyond its intended use.

9.03. Covenants of Owner. Each Unit Owner agrees as follows:

(1) To perform all maintenance, repairs and replacements that are the obligations of the Unit Owner under this Declaration and the Act.

(2) To pay for all utilities of the Unit Owner, including electricity, gas and telephone used within the Unit and all taxes levied against his or her Unit.

(3) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside a Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions of this Declaration, except by licensed plumbers or electricians authorized to do such work by the Association or a delegate or agent of the Association.

(4) Not to make any addition or alteration to his or her Unit or to the Common Elements or Limited Common Elements or 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.

(5) To make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements, or Limited Common Elements, or to any outside or exterior portion of the Building, specifically including, but not limited to screening or enclosing private 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 all 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, the Common Elements and to the Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

(6) 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 Limited

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 or Limited Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

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

(8) 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.

(9) To comply with all the obligations of a Unit Owner under the Act.

9.04. Facade. The Association shall determine the exterior color scheme of the Buildings and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein. No Owner shall paint any exterior surface or add or replace anything hereon or affixed thereto without the written consent of the Association.

9.05. Repairs. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, except as otherwise provided for in Paragraph 9.02; provided, that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner, the cost of such repair or replacement may be assessed against such Unit Owner.

9.06. Addition, Alteration and Improvement of the Common Elements. Except as may be permitted by the Act, and except as to any Special Declarant rights provided for in this Declaration, after the completion of the improvements included in the Common Elements or Limited Common Elements which are contemplated by this Declaration, there shall be no addition, alteration, change or further improvement of Common Elements or Limited Common Elements without prior approval of the Association.

Article X INSURANCE

10.01. Obligation to Purchase. Commencing not later than the time of the first (1st) conveyance of a Unit to a person other than the Declarant, the Association shall maintain insurance upon the Condominium Property, to the extent reasonably available, as provided for in the Act and as follows. If the insurance which required to be

maintained is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States Mail to all Unit Owners.

10.02. Specified Insurance. Insurance, other than title insurance, that shall be carried on the Property and the Property of the Unit Owners shall be governed by the provisions of this Article. Insurance coverage maintained by the Association pursuant to these provisions is hereafter referred to as "Specified Insurance". Anything to the contrary notwithstanding, all insurance coverage shall be consistent with local and state and federal insurance laws.

10.03. Location of Policies. The Association shall retain the original of all insurance policies for Specified Insurance in a place of safekeeping such as a safe or a safety deposit box and shall provide copies of such policies to Institutional Mortgages requesting such copies.

10.04. Notice of Change in Insurance Coverage. No cancellation or substantial change in the specified insurance provisions, including changes in the amount of coverage, the risks covered, the ratio to value of coverage, or endorsements or other changes in the coverage provisions, may be effected by the Association without at least ten (10) days' written notice to the Association or insurance trustee and each Mortgage Holder named in the mortgage clause, and each holder of a first (1st) mortgage on an individual Unit.

10.05. Qualification of Insurance Company. Each company issuing Specified Insurance must be specifically authorized by the Laws of the State of Alabama to transact such business as is necessary to provide the Specified Insurance.

10.06. Provisions. Insurance coverage as specified and required under this Article shall, in substance and effect:

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

(2) Contain no provision relieving the insurer from liability for a loss occurring while 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.

(3) Provide that such policy may not be canceled 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 fee owner, each holder of a first (1st) mortgage on an individual Unit, and every other person in interest who shall have requested such notice of the insurer.

(4) Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the interest of said Unit Owner in the Common Elements or Membership in the Association.

(5) Provide that no act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(6) Contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the Unit Owner or Member of his or her household or lessee of any Unit; and

(7) Contain a standard mortgage clause which shall:

(a) 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 therein; and

(b) 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

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

(8) Any insurance trust agreement will be recognized.

10.07. Named Insured. The named insured on all policies of Specified Insurance shall be the Association, for the use and benefit of the individual Owners. Any "loss payable" clause shall show the Association or other insurance trustee as a trustee for each Unit Owner and the holder of each Unit's Mortgage.

10.08. Property Damage Insurance. The Board of Directors shall secure and maintain in effect a "master" or "blanket" type policy of Property damage insurance providing coverage in an amount not less than the full replacement value of the Common Elements and Limited Common Elements (except land, foundation, excavation or other items usually excluded from coverage) and including coverage for all improvements, fixtures

and personal Property included in the Common Elements and Limited Common Elements. The policy shall cover all of the Common Elements and Limited Common Elements that are normally included in coverage, including but not Limited to, fixtures and Building service equipment and common personal Property and supplies owned by the Association. If required by any mortgage holder or purchaser of any mortgage, the policy shall also cover fixtures, equipment and other personal Property inside individual Units, whether or not the Property is part of the Common Elements. The policy shall include an "Agreed Amount Endorsement" or its equivalent, if available, or an "Inflation Guard Endorsement," if available. If the enforcement of any Building, zoning or land-use law will result in loss or damage, increase costs of repairs or reconstruction, or additional demolition and removal costs, the Association shall require a Building Ordinance or Law Endorsement which must provide for such contingent liability. Such coverage for Property damage insurance shall afford protection against:

- (1) Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and
- (2) Risks as are covered by an all-risk endorsement; and
- (3) Other risks as from time to time shall be customarily covered with respect to Condominium Buildings similar in construction, location and use as the Buildings. The maximum deductible amount is the lessor of Ten Thousand Dollars (\$10,000.00) or one percent (1 %) of the policy face amount. Funds to cover these deductible amounts shall be included in the operating reserve account of the Owner's Association.

10.09. Public Liability Insurance. The Association shall secure and maintain a comprehensive commercial general liability insurance policy, including medical payments insurance, covering all Common Elements, public ways and any other areas that are under the supervision of the Association. The insurance shall also cover commercial spaces that are owned by the Association, even if they are leased to others. The policy should provide coverage for death, bodily injury and property damage arising out of or in connection with the operation, maintenance or use of the Common Elements and, further, any legal liability that results from law suits related to employment contracts in which the Association is a party. Such policy shall provide coverage, in an amount to be determined by the Board of Directors, for bodily injury, including death and property damage for any single occurrence. In no event shall the coverage be in an amount less than One Million Dollars (\$1,000,000.00) for any single occurrence. If the policy does not include "severability of interest" in its terms, the policy shall contain a

specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners. The coverage shall also include protection against water damage liability and, if applicable, elevator collision, garage keep's liability and such other risks as shall customarily be covered with respect to condominium buildings similar in construction, location and use.

10.10. Flood Insurance. If any part of the Project shall be deemed to be in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a Common Expense. The policy shall cover the Buildings and any other Property within the designated hazard area. The amount of insurance should be at least equal to the lesser of: (1) one hundred percent (100%) of the current replacement cost of all Buildings and other insurable Property located in 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. The maximum deductible for policies covering the Common Areas and elements is the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1 %) of the policy's face amount. Funds to cover this deductible amount shall be included in the operating reserve account of the Association.

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

10.12. Fidelity Bonds.

(1) The Board of Directors shall secure and maintain in effect adequate blanket fidelity coverage to protect against loss of money through dishonest acts on the part of officers, directors, employees and all others who handle or are responsible for handling the funds held or administered by the Association, whether or not that individual receives compensation for services, including but not limited to employees or professional managers. Such fidelity bonds shall have their premiums paid as a Common Expense by the Association and shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an insured or obligee.

(b) The bonds shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual Common Expenses, including reserves, unless a greater amount is required by a federal governmental agency insuring or purchasing mortgages encumbering Units.

(c) The bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar expression.

(d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association or insurance trustee and each mortgage holder or servicer that services a Fannie Mae-owned or securitized mortgage in the Condominium Project.

(2) Any management agent that handles funds for the Association shall also be covered by its own fidelity bond which is equal or exceeds the coverage of that bond obtained by the Association.

10.13. Other Coverages. The Association shall obtain all other insurance required by the Act. The Board shall secure other boiler and machinery insurance, directors' and officers' liability insurance and plate glass insurance as the Board deems necessary and shall also have authority to obtain such other insurance as the Board deems desirable, in such amounts, from such sources and in such forms as the Board deems desirable. The premiums for such insurance shall be a Common Expense.

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

10.15. Premiums. Premiums for insurance maintained by the Association shall be paid by the Association as a Common Expense. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Mortgage Holder, the Mortgage Holder shall have the right, at the option of the Mortgage Holder, 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 Mortgage Holder shall be subrogated to the assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

10.16. Association as Agent. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to the Association, for the benefit of the Association and the Unit Owners and their mortgages as their interest may appear and as contemplated in this Declaration. The Association is hereby irrevocably appointed agent with full power of substitution, for each Unit Owner and for each Unit Owner and for each Owner of any other insured interest in the Property. The Association shall have 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 of the rights, powers and privileges of the Association and each Unit Owner or any other holder of an insured interest in the Property under such insurance policies. However, the actions of the Association shall be subject to the approval of any first Mortgagee if the claim shall involve more than one (1) Unit, and if only one (1) Unit is involved, such actions shall be subject to the approval of any first (1ST) Mortgagee holding a mortgage encumbering such Unit.

10.17. Share of Proceeds. The Association shall receive such insurance proceeds as are paid to the Association and shall hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgages in the following shares:

(1) 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 fraction as the share of the Common Elements appurtenant to his or her Unit as set forth in EXHIBIT "C".

(2) Units and Limited Common Elements. Except as provided in this Declaration, proceeds on account of damage to Units and Limited Common Elements shall be held in the following undivided shares:

(a) When the Condominium Property is to be restored, the proceeds shall be held for the Unit Owners of damaged Units and damaged Limited Common Elements 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 costs shall be determined by the Board.

(b) When the Condominium Property is not to be restored, the proceeds shall be held for the Unit Owners in undivided shares that are the same as their respective shares of the Common Elements as set forth in EXHIBIT "C".

(3) 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 interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary in this Declaration.

10.18. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) 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. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, with remittances to Unit Owners and Mortgages 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.

(2) 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.

10.19. Individual Insurance. Nothing contained in this Declaration shall be construed to prevent a Unit Owner from obtaining insurance for his or her own benefit.

Article XI RECONSTRUCTION AND REPAIR/DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS

11.01. Responsibility. In the event of damage or destruction, and if the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then those Unit Owners 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.

11.02. Determination to Reconstruct or Repair. Any portion of the Condominium for which insurance is required under this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (1) The Condominium is terminated in accordance with the Act;
- (2) Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or
- (3) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Elements which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a Common Elements in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration.

11.03. Plans. Any reconstruction or repair must be substantially in accordance with the Act and in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to Plans approved by the Board of Directors of the Association and by One Hundred percent (100%) of the Unit Owners.

11.04. Estimate of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.05. Assessments If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Unit and Limited Common Elements by the Association, assessments shall be made against the Unit Owners who own the damaged property or have the exclusive right to use the Limited Common Elements attached to his or her Unit, 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 payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Unit and have exclusive right to use the Limited Common Elements attached to his Unit, 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 and Limited Common Elements shall be in

proportion to the cost of reconstruction and repair of their respective Units or Limited Common Elements. 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 Elements. assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for assessments elsewhere in this Declaration.

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

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

(2) 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 or damaged Limited Common Elements who are responsible for the reconstruction and repair of the damaged portions of their Units or Limited Common Elements. The distribution of each Unit Owner shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to his or her Unit or Limited Common Elements bears to the total of such estimated costs in all damaged Units and Limited Common Elements. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his Unit or Limited Common Elements. If there is a first (1st) Mortgagee, the distribution shall be paid to the Unit Owner and to the first (1st) Mortgagee jointly.

(3) Surplus. It shall be presumed that the first monies disbursed 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.

11.07 Developer's Right to Cure Alleged Defects. Due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Developer's responsibility therefor. It is Developer's intent to resolve all disputes and claims regarding "Alleged Defect" (as

defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, Directors and all Unit Owners shall be bound by the following claim resolution procedure:

A. Developer's Right to Cure. In the event that the Association, Board or any Unit Owner or Unit Owners (collectively "Claimant") claim, contend or allege that any portion of the Condominium, including, without limitation, the Common Elements, any Unit, and/or any improvements constructed on the Condominium, are defective or that Developer or its agents, consultants, contractors or subcontractors (collectively "Developer's Agents") were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively an "Alleged Defect"), Developer hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

B. Notice to Developer. In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Developer, in writing, at such address as Developer may from time to time provide to the Association, or such other address at which Developer maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

C. Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by Developer of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Elements, any Unit, and/or any improvements or other portion of the Condominium for the purposes of inspecting and, if deemed necessary by Developer, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

D. Legal Actions. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Developer alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (1) delivered to Developer a Notice of Alleged Defect and (2) Developer has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (1) failed to repair or replace such Alleged Defect or (2) if such Alleged

Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion.

E. No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Paragraph 15 shall be construed to impose any obligation on Developer to inspect, repair, or replace or pay for any item or Alleged Defect for which Developer is not otherwise obligated to do under applicable law or the Purchase and Sale Agreement or other contract. The right of Developer to enter, inspect, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Developer in the Public Records of the Clerk of Court. This provision does not create any warranties, express or implied, on the part of the Developer or the Association.

Article XII TERMINATION

The termination of the Condominium may be effected in accordance with the provisions of the Act and by the agreement of Unit Owners of Units to which ninety percent (90%) of the votes in the Association are allocated, and in the case of termination for reasons other than substantial destruction or condemnation of the Property, by eligible mortgage holders (as defined in By-Laws and this Declaration) that represent at least sixty-seven percent (67%) of the votes of the mortgaged 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.

Article XIII EMINENT DOMAIN/CONDEMNATION

13.01. Determination Whether to Continue Condominium. 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 in the Act and under the provisions of this Declaration pertaining to reconstruction and repair after casualty losses.

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

13.03. 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 Building will be reduced and the Property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

13.04. 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:

(1) 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 may, in the discretion of the Board of Directors, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(2) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to the holder of any Mortgage encumbering the Unit, the remittance being made payable jointly to the Owner and any such Mortgagee.

(3) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the fraction representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in accordance with the provisions of the Act.

13.05. Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of a Unit that is cannot be used practically or lawfully for any purpose permitted by the Declaration, 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:

(1) Payment of Award. The award shall be paid first to any Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgages 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 Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

(2) 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.

(3) 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.

(4) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's Mortgages 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 Special assessments against all of the Unit Owner who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes in the Condominium effected by the taking.

(5) Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, Mortgages 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 the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium Parcel; and a judgment of specific performance on the decision rendered by the arbitrators may be entered in 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.

13.06. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable 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 Mortgage, the distribution shall be paid jointly to the Owner and the Mortgagee of the Condominium Parcel.

13.07. Conflict With Act. If there is any conflict with the provisions of this Article and the Act, the provisions of the Act shall control.

Article XIV PURCHASE OF CONDOMINIUM PARCEL BY ASSOCIATION

14.01. Decision. The decision of the Association to purchase a Condominium Parcel 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 (1) or more Condominium Parcels, the Association may not purchase any additional Condominium Parcel without the prior written approval of seventy-five percent (75%) of the Members eligible to vote thereon, except as provided in this Article. A Member whose Condominium Parcel is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitation shall not apply to

Condominium Parcels either to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent assessments, Special assessments, or both, 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 therefor 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 Parcel in accordance with this Article, or as the result of a sale pursuant to the foreclosure of (i) a lien on the Condominium Parcel for unpaid taxes; (ii) the lien of a mortgage; (iii) the lien for unpaid assessments, Special assessments or both; or (iv) any other judgment lien or lien attaching to such Condominium Parcel by operation of law.

Article XV 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 or her Condominium Parcel, other than liens for Mortgages, taxes and Special assessments, within five (5) days after he or she learns 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 or her Condominium Parcel, 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.

Article XVI 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 contract 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 (after reasonable notice and opportunity to be heard) from time to time as set forth in the By-Laws. In the event a Unit Owner fails to maintain his or her 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 therefore 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 the Unit Owner's family, his or her 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 or the Limited Common Elements. The liability for such increases in insurance rates shall equal five (5) 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 Condominium Act, the Condominium Documents, or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

Article XVII GENERAL PROVISIONS PERTAINING TO MORTGAGES

17.01. Lender's Notices. Upon written request to the 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 sixty (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 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.

Article XVIII 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.

Article XIX AMENDMENT OF THE DECLARATION

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

19.02. Adoption. Except in the cases where this Declaration may be amended by the Developer/Declarant under the terms hereof or the Act, the Declaration may be altered, amended or appealed or a new Declaration may

be adopted by the affirmative vote or agreement of Unit Owners or Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, amendments of a material nature (as defined below) must be agreed to by eligible Mortgages who represent at least fifty-one percent (51%) of the votes of Unit estates that are subject to Mortgages held by eligible holders. Eligible Mortgagee are those holders of a first (1st) Mortgage on a Unit estate who have submitted a written request that the Owners' Association notify them on any proposed Action requiring the consent of a specific percentage of eligible Mortgage holders. Amendments of a material nature include a change to any of the provisions governing the following:

- voting rights;
- increases in assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- reductions in reserves for maintenance, repair and replacement of Common Elements;
- responsibility for maintenance and repairs;
- Reallocation of interests in the general or Limited Common Elements, or rights to their use;
- redefinition of any Unit boundaries;
- convertibility of Units into Common Elements or vice versa;
- Expansion or contraction of the project, or the addition, annexation or withdrawal of Property to or from the Project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;
- a decision by the Owner's Association of a project that consists of fifty (50) or more Units to establish self-management if professional management had been required previously by the project Documents or by an eligible Mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents; or
- any provisions that expressly benefit mortgage holders, insurers or guarantors.

Implied consent and approval may be assumed when an eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, "return receipt" requested.

19.03. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the Developer without the consent of Developer. No amendment that is in conflict with the Articles, the Declaration or the Act shall be adopted.

19.04. Recording. Any amendment shall become effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama, in accordance with the Act.

Article XX MISCELLANEOUS

20.01. Intent. It is the intent of Declarant 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 make 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 or her heirs, executors, administrators, legal representatives, 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 Exhibit attached to this Declaration, 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 portions thereof.

20.04. Taxation of Condominium Parcels. The Assessment and taxation of the Condominium Property shall be governed by the Act.

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 other 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 (1st) 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 duly receipted for, 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 personally delivering said notice 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 in accordance with the provisions of this Declaration or when mailed in a postage-paid, sealed envelope, except notices of address changes, which shall be deemed to have been given when received.

20.06. Governing Law. Should any dispute or litigation 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 faire 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 on construing the effect or meaning of any of the text of the Condominium Documents.

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

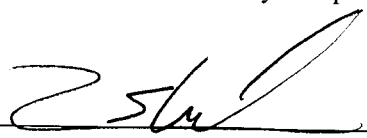
20.11. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

20.12. Rights of Action. The Association and any aggrieved Unit Owner shall have the right of Action against Unit Owners who fail to comply with the provisions of the Declaration, By-Laws, Rules and Regulations, the Act and other Condominium Documents. Unit Owners shall have the right of Action against the Association for failure of the Association to comply with the provisions of the Declaration, By-Laws, Rules and Regulations, the Act and other Condominium Documents. In the event that the Condominium Documents give Developer or the Association the right to use summary abatement or similar means to enforce restrictions against the Unit or its use, a judicial proceeding shall be instituted before any items of construction can be altered or demolished.

20.13. Applicability. Each Unit Owner shall be subject to all rights and duties assigned to Owners under the terms of the Condominium Documents. When there are unsold Units in the Project, the Developer shall enjoy the same rights and assume the same duties as they relate to each individual unsold Unit.

IN WITNESS WHEREOF, TOWER VENTURES, LLC, An Alabama Limited Liability Company, has caused this instrument to be executed on this 15 day of November, 2004.

TOWER VENTURES, LLC
An Alabama Limited Liability Company

By: 

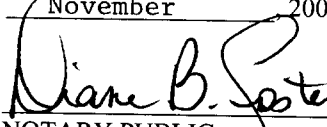
Its: Administrative Member

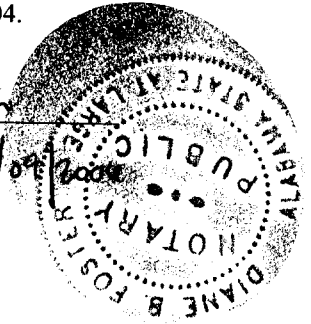
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SHAUL ZISLIN, whose name as Admin. Member of TOWER VENTURES, LLC, an Alabama Limited Liability Company, 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, in his capacity as such Admin. Member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and seal this the 15th day of November, 2004.


NOTARY PUBLIC
My Commission Expires 12/09/2006



THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post office Box 1508
Gulf Shores, Alabama 36547
File 04.7313

EXHIBIT "A"**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM****OF****ISLAND TOWER, A CONDOMINIUM****Parcel I**

Lots 4, 5, 6, 15, 16 and 17, Block 3, Unit One of Gulf Shores, Alabama, according to a map or plat thereof recorded in the Probate Office of Baldwin County, Alabama, in Map Book 1, Page 148.

ALSO

Beginning at the Southwest Corner of Lot 4, Block 3, Unit One, Gulf Shores, Alabama, according to the map or plat thereof recorded in the Probate Office of Baldwin County, Alabama, in Map Book 1, Page 148, run thence South along the extension of the West line of said Lot 4 to the Gulf of Mexico; run thence Easterly along the meanderings of the Gulf Of Mexico to a point 150 feet East of the afore described line measured at right angles; run thence North on a line 150 feet East of and parallel with the first described line to the Southeast Corner of Lot 6 of said Block 3, Unit One, Gulf Shores, Alabama, run thence West along the South line of said Block 3 for 150 feet to the point of beginning.

Parcel II

That certain 20 foot strip of land lying between Lots 4, 5, 6, and Lots 15, 16 & 17, Block 3, Unit One of Gulf Shores, Alabama as set forth in Map Book 1, Page 148 and described as beginning at the Southwest Corner of said Lot 17 run Eastwardly and along the South line of Lots 15, 16 & 17 the Southeast Corner of said Lot 15; thence Southwardly 20 feet to the Northeast Corner of Lot 6; thence Westwardly along the North line of said Lots 4, 5, & 6 to the Northwest Corner of said Lot 4; thence Northwardly 20 feet to the Point of Beginning.

THE REAL PROPERTY IS SUBJECT TO THE FOLLOWING:

1. Interest created by or limitations and restrictions imposed on the use of the Real Property as established by the Federal Coastal Zone Management Act or other Federal law or regulation.
2. Zoning, planning and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Gulf Shores or any other governmental authorities having jurisdiction over the Real Property.
3. Development Rights and Special Declarant Rights granted Developer by the Condominium documents and by the Act.
4. All ad valorem taxes and assessments.
5. The rights of eminent domain or governmental rights of police power.
6. Easements or claims of easements not shown by the public records.

7. Encroachments, overlaps, boundary line disputes, and any other matter which would be disclosed by an accurate survey and inspection of the Real Property.
8. Terms and conditions of all permits and licenses of Federal, state and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the Real Property.
9. Prior mineral reservations of record in the Office of the Judge of Probate, Baldwin County, Alabama.
10. Rights of other parties, the United States of America or State of Alabama in and to the shore, littoral or riparian rights to the property described above lying adjacent to the Gulf of Mexico.
11. Rights, if any, of the public to use as a public beach or recreation area, any part of the property described above lying between the body of water abutting said land and the natural line of vegetation, dunes, extreme high water line or the apparent boundary line separating the publicly used area from the upland private area.
12. Rights of the United States Government, the State of Alabama and other parties in and to the navigable waters and the land beneath any of the navigable waters within the property described above and all rights of the United States Government and of the State of Alabama in and to any of the lands described that may be on or below mean high tide.
13. Any adverse claim based upon the assertion that some portion of the land described above is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
14. Terms, conditions, limitation, restrictions, reservations and easements as set forth in Easement for Placement, Construction, Maintenance and Use of sand and associated sand stabilization structures, vegetation, irrigation systems, and access structures as set forth in instrument recorded at Instrument # 578681, and as shown on Slides 2015-E through 2016-E.
15. License for Location, Operation, and Maintenance of Municipal Communications Installations granted to the City of Gulf Shores as recorded at Instrument #857934, in the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT "B"

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM

OF

ISLAND TOWER, A CONDOMINIUM

BY-LAWS

OF

ISLAND TOWER OWNERS ASSOCIATION, INC.

CONSISTING OF 20 PAGES ATTACHED HERETO

BY-LAWS
OF
ISLAND TOWER
OWNERS ASSOCIATION, INC.

INDEX

I. PURPOSE AND APPLICATION

- 1.01. Purpose and Application

II. PRINCIPAL OFFICE

- 2.01. Principal Office
- 2.02. Principal Agent

III. DEFINITIONS

- 3.01. Declaration Defined
- 3.02. Other Terms Defined

IV. MEMBERSHIP

- 4.01. Qualifications
- 4.02. No Additional Qualifications
- 4.03. Succession
- 4.04. Certificates of Membership

V. MEETINGS OF MEMBERS

- 5.01. Annual Meeting
- 5.02. Special Meeting
- 5.03. Notice of Meeting
- 5.04. Waiver of Notice
- 5.05. Quorum
- 5.06. Adjournment for Lack of Quorum
- 5.07. Action Without Meeting
- 5.08. Order of Business
- 5.09. Minutes of Meeting
- 5.10. Proviso

VI. MEMBER'S VOTING RIGHTS

- 6.01. Number of Votes
- 6.02. Vote Required to Transact Business
- 6.03. Designation of Voting Member
- 6.04. Failure to Designate a Voting Member
- 6.05. Voting by Proxy
- 6.06. Conditional Proxy

VII. BOARD OF DIRECTORS

- 7.01. Number
- 7.02. Qualification
- 7.03. Appointment by Developer
- 7.04. Nomination for Election
- 7.05. Initial Election of Directors
- 7.06. Election of Directors
- 7.07. Term
- 7.08. Vacancies
- 7.09. Removal
- 7.10. Compensation
- 7.11. Proviso

VIII. MEETINGS OF DIRECTORS

- 8.01. Regular Meetings
- 8.02. Special Meetings
- 8.03. Open Meetings
- 8.04. Waiver of Notice
- 8.05. Quorum
- 8.06. Action Without Meeting
- 8.07. Presiding Officer
- 8.08. Minutes of Meeting
- 8.09. Order of Business

XI. POWERS AND DUTIES OF THE DIRECTORS

- 9.01. Specific Powers
- 9.02. Committees
- 9.03. Managing Agent

X. OFFICERS

- 10.01. Election
- 10.02. Term
- 10.03. Special Appointments
- 10.04. Resignation and Removal
- 10.05. Vacancies
- 10.06. Compensation
- 10.07. Duties of the President
- 10.08. Duties of the Vice-President
- 10.09. Duties of the Secretary
- 10.10. Duties of the Treasurer

XI. FISCAL MANAGEMENT

- 11.01. Fiscal Year
- 11.02. Annual budget
- 11.03. Adoption of the Annual Budget
- 11.04. Assessments
- 11.05. Reserves for Replacement
- 11.06. Depository

- 11.07. Lien for Expenses
- 11.08. Priority of Lien
- 11.09. Acceleration of Assessment Installments
- 11.10. Default
- 11.11. Supplemental Assessments
- 11.12. Annual Statement
- 11.13. Accounting Records
- 11.14. Information
- 11.15. Fidelity Bonds
- 11.16. Lender's Notices

XII. OWNER OBLIGATIONS AND COVENANTS

- 12.01. Assessments
- 12.02. Maintenance and Repair
- 12.03. Use

XIII. RULES AND REGULATIONS

- 13.01. Rules and Regulations

XIV. AMENDMENTS TO THE BY-LAWS

- 14.01. Notice
- 14.02. Adoption
- 14.03. Prohibited Amendments
- 14.04. Recording

XV. MISCELLANEOUS

- 15.01. Construction
- 15.02. Captions
- 15.03. Parliamentary Rules
- 15.04. Conflicts
- 15.05. Compliance

BY-LAWS
OF
ISLAND TOWER
OWNERS ASSOCIATION, INC.

ARTICLE I
PURPOSE AND APPLICATION

1.01. Purpose and Application. The following are the By-Laws of Island Tower Owners Association, Inc., ("Association") a Not-for-profit Corporation, organized pursuant to the Alabama Nonprofit Corporation Act, §§ 10-3A-1, et. seq. Code of Alabama (1975), and the Alabama Uniform Condominium Act of 1991 §§ 35-8A-101, et. seq., Code of Alabama (1975), formed for the purpose of managing and operating a certain condominium located in Baldwin County, Alabama, known as Island Tower, a Condominium, ("Condominium").

The provisions of the By-Laws are applicable to the entirety of the Condominium property.

All present or future owners, tenants and their employees, and any other persons or entities that might use the facilities of Island Tower in any manner, are subject to the regulations and provisions set forth in these By-Laws and to the Rules and Regulations established and promulgated by the Association of Unit Owners pursuant to the By-Laws and the Declaration.

The mere acquisition or rental of any of the Units of Island Tower or the mere act of occupancy of any said Units will signify that these By-Laws and the provisions of the Declaration and any Rules and Regulations, as they each may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II
PRINCIPAL OFFICE AND AGENT

2.01. Principal Office. The principal office of the Association shall be at 144 Cove Avenue, Gulf Shores, Alabama, 36547 or at such other place as may be designated subsequently by the Board of Directors or as the business of the corporation may require. All books and records of the Association shall be kept at the principal office of the Association. The mailing address of the Association shall be Post Office Box 1508, Gulf Shores, Alabama 36547-1508.

2.02. Principal Agent. The initial principal agent of the Association at such office shall be G. DAVID CHAPMAN III, P.C.

ARTICLE III DEFINITIONS

3.01. Declaration Defines. "Declaration" shall mean that certain Declaration of Condominium of Island Tower, a Condominium, filed in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time in accordance with the terms thereof.

3.02. Other Terms Defined. Other terms used in these By-Laws shall have the meaning given to them in the Declaration and are incorporated by reference and made a part of these By-Laws.

ARTICLES IV MEMBERSHIP

4.01. Qualification. The sole qualification for membership shall be ownership of a Unit in the Condominium. No membership may be separated from the Unit to which it is appurtenant.

4.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies and charges as are specifically authorized by the Declaration.

4.03. Succession. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer or other disposition of a Unit Owner's interest in the Unit. The Unit Owner's membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer or other disposition of a portion of a Unit Owner's interest in a Unit, the transferring Unit Owner and the transferee shall each be Members of the Association in accordance with the ownership interest of each following such conveyance or transfer.

4.04. Certificates of Membership. The Association shall issue no shares of stock of any kind or nature whatsoever.

ARTICLE V MEETINGS OF MEMBERS

5.01. Annual Meeting. The annual meeting of the members shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect the Directors, and to transact any other business authorized to be transacted by the Members or stated in the notice of the meeting sent to the Members in advance thereof.

5.02. Special Meeting. Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors, or on receipt by the Board of Directors of a written request of Members representing at least twenty percent (20%) of the total votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

5.03. Notice of Meeting. Notice of all meetings of Members shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove an officer of a member of the Board of Directors. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally or by mail to a Member at the address given to the Board of Directors by said Member, or to the Member's Unit if no such address has been given to the Board of Directors. Notice of the annual meeting and special meetings shall be mailed or delivered to each Member not less than ten (10) days prior to the meeting. No notices of annual or special meetings shall be mailed or delivered more than fifty (50) days prior to such meeting. A copy of the notice of any meeting of Members shall also be posted in a conspicuous place on the Condominium Property at least seven (7) days prior to the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice.

5.04. Waiver of Notice. Any Member or mortgagee may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

5.05. Quorum. A quorum of Members for any meeting shall be deemed present throughout such meeting if Members, represented in person or by proxy, holding more than thirty-three percent (33%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting, except as otherwise provided by law, by the Articles of Incorporation, by the Declaration of Condominium, or by the By-Laws.

5.06. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of members, a majority of those Members entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement of the meeting, until the requisite number of Members, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite

number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.07. Action Without Meeting. Any action which may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

5.08. Order of Business. The order of business at annual meetings of Members and, as far as practical, at all other meetings of Members, shall be:

Call to Order

Calling of the roll and certifying of proxies

Proof of notice of meeting or waiver of notice

Reading and disposal of any unapproved minutes

Reports of officers

Reports of committees

Election of Directors

Unfinished business

New business

Adjournment

5.09. Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owners or their authorized representatives.

5.10. Proviso. Provided, however, the Developer shall retain control of the Association in accordance with the terms and conditions of the Declaration.

ARTICLE VI MEMBER'S VOTING RIGHTS

6.01. Number of Votes. The number of votes to which each Unit is entitled is provided in the Declaration. The votes of a Unit shall not be disisable.

6.02. Vote Required to Transact Business. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number or

manner of voting is required, in which case the express provision shall govern and control the decision in question.

6.03. Designation of Voting Member. If a Unit is owned by more than one (1) person, the person entitled to cast the vote or votes for the Unit may be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust or other legal entity, the person entitled to cast the vote or votes for the Unit may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any Owner of an interest in the Unit.

6.04. Failure to Designate a Voting Member. If a Unit is owned by more than one (1) person and they do not designate a voting Member, the following provisions shall apply:

(1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, however, said vote or votes shall be included in the determination as to the present of, or lack thereof, of a quorum.

(2) If only one (1) such Owner is present at a meeting, that person shall be entitled to cast the vote or votes pertaining to the Unit.

(3) If more than one (1) such owner is present at the meeting, and they concur, any one such Owner may cast the vote or votes for the Unit.

6.05. Voting by Proxy. Votes may be cast in person or by proxy, as provided for in the Act. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

6.06. Conditional Proxy. The granting of a mortgage on a Unit by the Owner or Owner of the Unit shall be construed as conferring upon the Mortgagee a conditional proxy to cast the vote or votes attributable to such Unit at any regular or special meeting of the Association. The condition of such proxy shall be notice by such Mortgagee to the Association, in writing, of its intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms of this subparagraph. In the absence of such written notice, the Association shall be entitled to recognize the Unit Owner(s) votes attributable to their Unit. However, once such written notice is received by the Association,

the right of the Mortgagee to cast the vote or votes attributable to that Unit shall be recognized by the Association until the Mortgagee withdraws its intent to cast such votes, in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

ARTICLE VII BOARD OF DIRECTORS

7.01. Number. The affairs of the Association shall be managed by a Board of Directors, consisting of the number as may be selected by the Members, however the Board of Directors shall consist of no less than three (3) persons nor more than seven (7) persons.

7.02. Qualification. Except for Directors appointed by the Developer, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

7.03. Appointment by Developer. The initial Board of Directors, as well as successor Directors, shall be appointed by the Developer/Declarant, and may be removed by the Developer/Declarant at any time. The Developer/Declarant shall have the right to appoint and remove Directors in accordance with the terms of the Declaration. The Directors appointed by the Developer need not be Unit Owners.

7.04. Nomination for Election. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing Directors. Nominations shall also be made by a nominating committee appointed by the Board of Directors prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors.

7.05. Initial Election of Directors. At such time as the Unit Owners are entitled to elect one (1) or more Directors, in accordance with the terms of the Act, the Association shall call a meeting of the Members to elect the Director. The Association shall give not less than ten (10) days nor more than fifty (50) days notice of the meeting to each Member. The meeting may be called and the notice may be given by any Unit Owner if the Association fails to do so. The election shall be conducted in the manner specified in Paragraph 7.06 of these By-Laws.

7.06. Election of Directors. Directors shall be elected at the annual meeting of Members. The election

shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

7.07. Term. Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his or her successor shall be elected and qualified, or until said Directors resigns or is removed in any manner provided elsewhere in these By-Laws. Each Director appointed by the Developer shall hold office until he or she resigns, is removed by the Developer or his or her term expires as provided for in these By-Laws and in the Declaration.

7.08. Vacancies. Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the un-expired term of the Director whom he or she succeeds. Any vacancy in the position of a Director appointed by the Developer shall be filled by the Developer, except as provided in the Act.

7.09. Removal. Any Director may be removed for cause by the concurrence of two-thirds (2/3) of the votes of the Association in accordance with the provisions of the Act. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

7.10. Compensation. A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by said Directors in the performance of his or her duties.

7.11. Proviso. Provided, however, the Developer shall retain control of the Association in accordance with the terms and conditions of the Declaration.

ARTICLE VIII MEETINGS OF DIRECTORS

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place, and at such time and date as the Board of Directors shall designate. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least fourteen (14) days prior to the meeting.

8.02. Special Meetings. Special meetings of the Directors may be called by the President at any time, and must be called by the President or Secretary at the written request of a majority of the Directors. A notice of the

meeting stating the time, place and purpose of the meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the meeting.

8.03. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours prior to the meeting, except in the event of an emergency.

8.04. Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

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

8.06. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board of Directors.

8.07. Presiding Officer. The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors present shall designate one (1) of their number to preside.

8.08. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives or by Directors at any reasonable time.

8.09. Order of Business. The order of business at Directors' meetings shall be:

Call of Roll

Proof of due notice of meeting

Reading and disposal of unapproved minutes

Reports of Officers and Committees

Election of Officers

Unfinished business

New business

Adjournment

ARTICLE IX POWERS AND DUTIES OF THE DIRECTORS

9.01. Specific Powers. The Board of Directors shall have the power to exercise all powers, duties and authority vested in the Association by the Act, the Declaration, or these By-Laws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (1) To elect and remove officers of the Association as hereinafter provided.
- (2) To administer the affairs of the Association and the Condominium Property.
- (3) To maintain bank accounts on behalf of the Association and to designate signatories required therefor.
- (4) To sell, lease, mortgage or otherwise deal with Units acquired by the Association.
- (5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.
- (6) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements and Limited Common Elements, provided, however, that the consent of a least two-thirds (2/3) of the votes of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provision of these By-Laws, shall be required for the borrowing of such money.
- (7) To estimate the amount of the annual budget and to make, levy, enforce and collect Assessments against Unit Owners to defray the costs, expenses and losses for the Condominium, and to provide adequate remedies for failure to pay such Assessments.
- (8) To use the proceeds of Assessments in the exercise of its powers and duties.
- (9) To maintain, repair, replace and operate the Condominium Property, including the 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 project and 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 Project.

(10) To purchase insurance on the Property, and to purchase insurance for the protection of the Association and the Members of the Association, and the Members of the Board of Directors and Officers of the Association.

(11) To reconstruct improvements after casualty and to further improve the Property.

(12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.

(13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these By-laws and the Rules and Regulations for the use of the Property.

(14) To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(15) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.

(16) To retain attorneys and accountants.

(17) To employ personnel to perform the services required for proper operation of the Condominium.

(18) Except as prohibited in the Declaration or the Act, to purchase a Unit of the Condominium for the purposes authorized in the Declaration.

(19) To maintain a class action and to settle a cause of action on behalf of owners 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 such elements serving only one (1) Unit; and to bring an action and to settle the same on behalf of two (2) or more of the Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements or more than one (1) Unit; all as the Board of Directors deems advisable.

(20) To procure such fidelity bonds, as the Board of Directors deems advisable, covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure Directors' and Officers' liability insurance, if the Board deems it advisable, and the premiums of such bonds and insurance shall be paid by the Association as Common Expenses.

9.02. Committees. The Board of Directors may, by resolution, appoint such committees as deemed appropriate in carrying out its purpose, and such committees shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

9.03. Managing Agent. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Condominium under the supervision of the Board of Directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board of Directors.

ARTICLE X OFFICERS

10.01. Election. The executive officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall be elected annually by the Board of Directors. Any two (2) or more offices may be held by the same person, except the President shall not also be the Secretary. All executive officers shall be elected from the duly elected or appointed Board Members.

10.02. Term. Each officer shall hold office for the term of one (1) year and until his or her successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

10.03. Special Appointments. The Board of Directors may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

10.04. Resignation and Removal. Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt or at any later time

specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.05. Vacancies. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for term equal to the un-expired term of the Officer he or she succeeds.

10.06. Compensation. An Officer shall not receive any compensation for any service he may render to the Association as an Officer; provided, however, that any Officer may be reimbursed for actual out-of-pocket expenses incurred by said Officer in the performance of his or her duties.

10.07. Duties of the President. The President, who shall be a Director, is the Chief Executive Officer of the Association, and shall have all of the powers and duties that are usually vested in the office of President of a condominium association, including but not limited to the following powers:

- (1) To preside over all meetings of the Members and of the Board of Directors.
- (2) To sign as President all deeds, contract, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the Rules.
- (4) To have the general supervision, direction and control of the affairs of the Association.
- (5) To, along with the Secretary, prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

10.08. Duties of the Vice-President. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office of Vice-President of a condominium association, including but not limited to the following powers:

- (1) To perform the duties and exercise the powers of the President, in the absence or disability of the President.
- (2) To assist the President in the exercise of his or her powers and the performance of his or her duties.

10.09. Duties of the Secretary. The Secretary, who shall be a Director, shall have all of the powers and

duties that are usually vested in the secretary of a condominium association, including but not limited to the following powers:

- (1) To keep a record of all meetings and proceedings of the Board of Directors and of the Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.
- (3) To prepare and serve such notices of meetings to the Board of Directors and the Members required either by law or by these By-Laws.
- (4) To keep current records showing the Members of the Association together with their addresses.
- (5) To sign as Secretary all deeds, contracts and other instruments which have been duly approved by the Board of Directors, if said instrument requires a second Association signature.
- (6) To, along with the President, prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

10.10. Duties of the Treasurer. The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested the treasurer of a condominium association, including but not limited to the following powers:

- (1) To receive and deposit in such bank or banks as the Board of Directors may from time to time direct, all of the funds of the Association.
- (2) To be responsible for and supervise the maintenance of books and records to account for such finds and other Association assets.
- (3) To disburse and withdraw said funds as the Board of Directors may from time to time direct, and in accordance with prescribed procedures.
- (4) To prepare and distribute the financial statements for the Association.
- (5) To prepare a record of all receipts and expenditures.
- (6) To prepare an account for each Unit, setting forth any shares of Common Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus.

ARTICLE XI
FISCAL MANAGEMENT

11.01. Fiscal Year. The fiscal year of the Association shall be such as shall from time to time be established by the Association.

11.02. Annual Budget. The Board of Directors shall adopt a budget for each fiscal year in accordance with the Act. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each category and item of the Common Expenses. The budget shall also include reserve accounts for capital expenditures, deferred maintenance, reserves and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses. Copies of the budget and proposed Assessments shall be transmitted to each Member in accordance with the Act.

11.03. Adoption of the Annual Budget. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a copy of the budget to all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) days nor more than thirty (30) days after delivery or mailing of the proposed budget to the Unit Owners. Unless at that meeting a majority of all the Unit Owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors. The Board of Directors shall furnish copies of the final annual budget to each Unit Owner within thirty (30) days after the adoption.

11.04. Assessments. Assessments for Common Expenses shall be made in accordance with the Declaration, the Act and these By-Laws. Assessments shall be collected by the Association on a monthly basis as follows: On or before the first (1st) day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth (1/12th) of his share of the Common Expenses for such year as shown by the annual budget. The assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for Common Expenses each Unit Owner shall be in proportion to his or her respective ownership

interests in the Common Elements. The Board of Directors may cause to be sent to each Unit Owner, on or before the first (1st) day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the monthly Assessment. If the Board of Directors shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his or her monthly Assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his or her Assessment by abandonment of his or her Unit or lack of use of the Common Elements or Limited Common Elements. The collection for Assessments shall begin at such time as the first (1st) Unit is conveyed by the Developer.

11.05. 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 Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular Assessments.

11.06. Depository. The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

11.07. Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other Assessment or fine imposed against the Unit Owner when due, the amount due, together with costs, reasonable attorney's fees, and interest thereon at the maximum percentage rate as may then be permitted under the Laws of the State of Alabama, from and after the date said Common Expenses or other Assessments or fines become due and payable in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

11.08. Priority of Lien. Any lien of the Owners Association shall be the subject to the rules of priority as stated in the Declaration and other applicable state laws.

11.09. Acceleration of Assessment Installments. In accordance with the provisions of the Act, if an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment

thereof becomes due.

11.10. Default.

(1) In the event a Unit Owner does not pay any sums, charges or Assessments required to be paid to the Association within thirty (30) days from the due date, the Association may foreclose the lien encumbering the Unit created by non-payment of the required moneys in the same fashion as mortgage liens on real estate are foreclosed; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid in the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment, brought by or on behalf of the Association against a Unit Owner, and the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

(2) If the Association becomes the Owner of a Unit by reason of foreclosure, the Association shall offer said Unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit in question.

11.11. Supplemental Assessments. If during the course of any fiscal year, it shall appear to the Board of Directors that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

11.12. Annual Statement. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board of Directors may deem desirable. If the

condominium consists of fifty (50) or more Units, the Association shall make an audited statement for the preceding fiscal year (if the project has been established for a full fiscal year) available to the holder, insurer or guarantor of any first (1st) mortgage that is secured by a Unit in the Condominium on submission of a written request for it. Said audited financial statement shall be available within one hundred twenty (120) days of the Owners' Association fiscal year end. If the Condominium consists of fewer than fifty (50) Units and there is no audited statement available, the Project documents must allow any mortgage holder to have an audited statement prepared at its own expense.

11.13. Accounting Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirements of the Act. The Board of Directors shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Unit showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners and their authorized agents at reasonable times.

11.14. Information. The Association shall be required to make available to Unit Owners, lenders, and to holders, insurers or guarantors of any first (1st) mortgage, current copies of the Declaration, By-Laws or other Rules and Regulations concerning the Project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. In addition to the above, any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

11.15. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any manager handling or responsible for Association funds and from any employee, agent or subcontractor of a manager handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of one hundred fifty percent (150%) of the total annual Assessments against Members for recurring expenses. The premiums on such bonds shall be paid by the Association.

11.16. 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 of 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 sixty (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 Owner's Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XII OWNER OBLIGATIONS AND COVENANTS

12.01. Assessment. Every Owner of a Unit in the Condominium shall contribute pro rata toward the expense of administration, maintenance, alteration, repair and improvement of the Condominium, as provided in the Articles, the Declaration or these By-Laws. Each Assessment against a Unit shall also be the personal obligation of the Owner at the time the Assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors, or required by applicable law.

12.02. Maintenance and Repair. Every Owner of a Unit in the Condominium shall promptly perform all maintenance and repair work, as provided for in the Articles of Incorporation, the Declaration or these By-Laws. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Areas or facilities damaged through the Owner's fault.

12.03. Use. The Condominium Property shall be utilized in accordance with the provisions of the Declaration, these By-Laws and the Rules and Regulations of the Association.

ARTICLE XIII RULES AND REGULATIONS

13.01. Rules and Regulations. The Board of Directors may from time to time adopt, modify, amend or add to the Rules and Regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board of Directors with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof. Copies of such Rules and Regulations, or any amendments, additions or modifications, shall be delivered to each Unit Owner not less than fourteen (14) days

prior to the effective date thereof. No Rule or Regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIV AMENDMENTS TO THE BY-LAWS

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

14.02. Adoption. Except in the cases where this document may be amended by Developer/Declarant under the terms hereof or the Act, By-Laws may be altered, amended or appealed or new By-Laws may be adopted by the affirmative vote or agreement of Unit Owners or Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. In addition, amendments of a material nature (as defined below) must be agreed to by eligible mortgage holders (as defined below) who represent at least fifty one percent (51%) of the votes of Unit that are subject to mortgages held by eligible holders. Eligible mortgage holders are those holders of a first(1st) mortgage on a Unit who have submitted a written request that the Owners' Association notify them on any proposed action requiring the consent of a specific percentage of eligible mortgage holders. Amendments of a material nature include a change to any of the provisions governing the following:

- voting rights;
- increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair and replacement of Common Elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or Limited Common Elements, or rights to their use;
- redefinition of any Unit boundaries;
- convertibility of Units into Common Elements or vice versa;
- Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her unit;

- a decision by the Owners' Association of a project that consists of fifty (50) or more Units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Implied consent and approval may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

14.03. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Developer without the consent of the Developer. No amendment that is in conflict with the Articles of Incorporation, the Declaration or the Act shall be adopted.

14.04. Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with the Act.

ARTICLE XV MISCELLANEOUS

15.01. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

15.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws or the intent of any provision hereof.

15.03. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Act, the Declaration or these By-Laws.

15.04. Conflicts. In the event of any conflict between the provisions of these By-Laws and the Declaration, the Declaration shall govern, except to the extent the Declaration is inconsistent with the Act.

15.05. Compliance. These By-Laws are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and the Alabama Uniform Condominium Act of 1991 and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Acts. In case any of these By-Laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the Acts will apply.

This Instrument Prepared by:
G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 02.4755

Instrument 852526 Page 75 of 113

EXHIBIT "C"

**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM**

OF

ISLAND TOWER, A CONDOMINIUM

**FRACTIONAL OWNERSHIP INTEREST IN COMMON ELEMENTS
(RESPECTIVE SHARE OF EACH UNIT)**

AND

**NUMERICAL VALUE OF VOTE TO
WHICH EACH UNIT IS ENTITLED**

<u>UNIT NUMBER</u>	<u>FRACTIONAL OWNERSHIP INTEREST IN COMMON ELEMENTS (Respective share of each Unit)</u>	<u>NUMERICAL VALUE OF VOTE TO WHICH UNIT IS ENTITLED</u>
501	1/66	1
502	1/66	1
503	1/66	1
601	1/66	1
602	1/66	1
603	1/66	1
701	1/66	1
702	1/66	1
703	1/66	1
801	1/66	1
802	1/66	1
803	1/66	1
901	1/66	1
902	1/66	1
903	1/66	1
1001	1/66	1
1002	1/66	1
1003	1/66	1
1101	1/66	1
1102	1/66	1
1103	1/66	1
1201	1/66	1
1202	1/66	1
1203	1/66	1

1301	1/66	1
1302	1/66	1
1303	1/66	1
1401	1/66	1
1402	1/66	1
1403	1/66	1
1501	1/66	1
1502	1/66	1
1503	1/66	1
1601	1/66	1
1602	1/66	1
1603	1/66	1
1701	1/66	1
1702	1/66	1
1703	1/66	1
1801	1/66	1
1802	1/66	1
1803	1/66	1
1901	1/66	1
1902	1/66	1
1903	1/66	1
2001	1/66	1
2002	1/66	1
2003	1/66	1
2101	1/66	1
2102	1/66	1
2103	1/66	1
2201	1/66	1
2202	1/66	1
2203	1/66	1
2301	1/66	1
2302	1/66	1
2303	1/66	1
2401	1/66	1
2402	1/66	1
2403	1/66	1
2501	1/66	1
2502	1/66	1
2503	1/66	1
2601	1.5/66	1.5
2602	1.5/66	1.5

EXHIBIT "D"

**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM**

OF

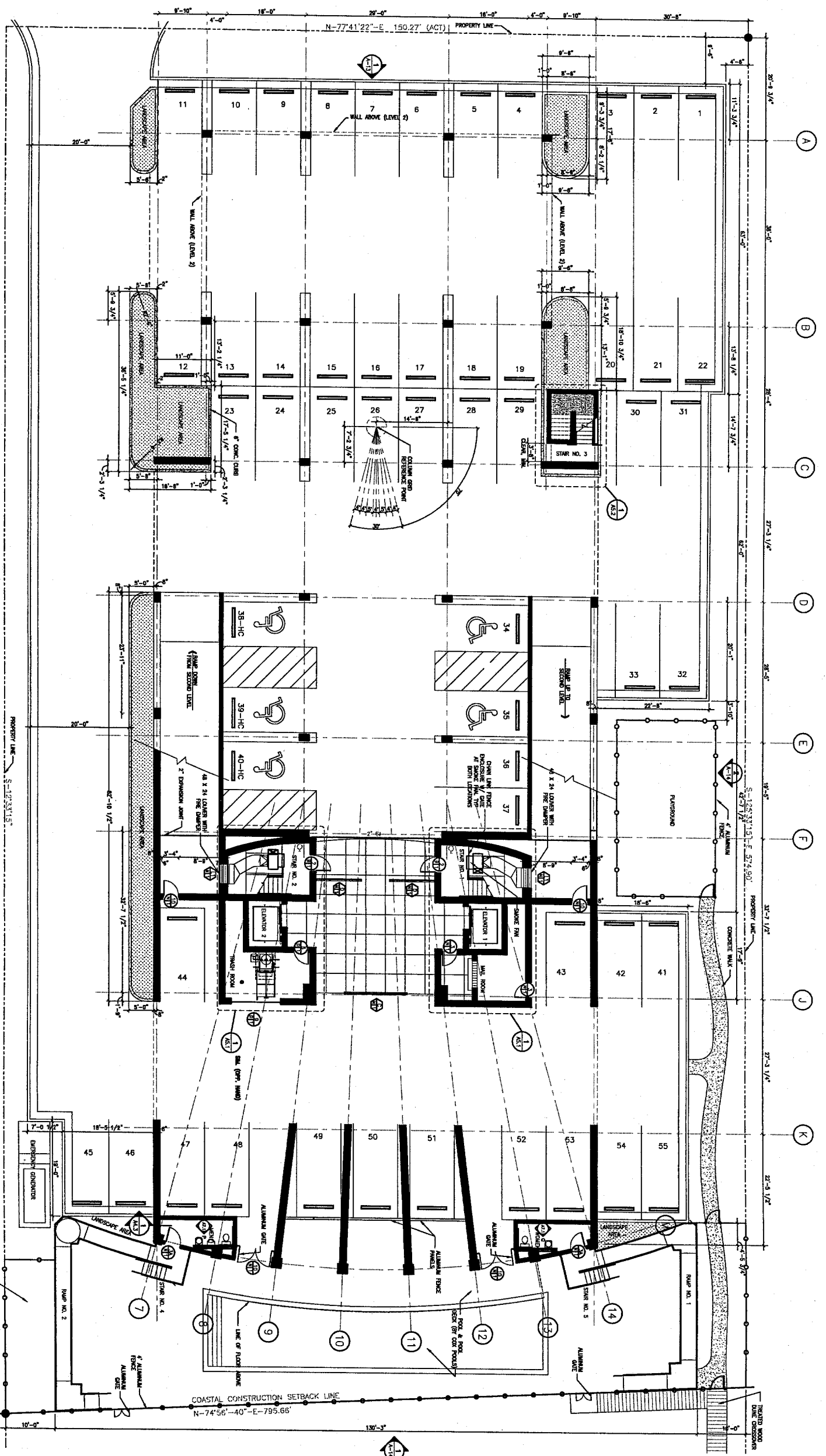
ISLAND TOWER, A CONDOMINIUM

Plats and plans recorded on _____

CERTIFICATION

The undersigned, Finley R. Skocdopole, a Registered Architect in the State of Alabama, Registration Number 3983, hereby certifies that all structural components and mechanical systems of all buildings containing or compromising any Units of Island Tower, a Condominium, as described in the Declaration are substantially completed in accordance with the Plans, and further do certify that each of the Units as described in the Declaration are substantially completed and further certify that the Plats or Plans attached hereto, consisting of pages A-1 through A-34, inclusive contain all information required by §35-8A-209, Code of Alabama (1975), as amended.

A handwritten signature in cursive script, reading "Finley R. Skocdopole", written over a horizontal line.



GROUND LEVEL PLAN
SCALE: 1/8"=1'-0"

SEE ARCHITECTURAL NOTES FOR DIMENSIONS AND LOCATIONS OF CAST CONCRETE WALLS, COLUMNS, SLABS, ETC.

NOTE:
CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES IN DIMENSIONS BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS.

ARCHITECTURAL NOTES

1. REFER TO DIMENSIONING WALLS AND OPENINGS:
 - EXTERIOR FINISH WALL FACE OF STUDS AND CENTER OF OPENING.
 - INTERIOR FINISH WALL FACE OF STUDS AND CENTER OF OPENING.
 - UNLESS NOTED OTHERWISE, DIMENSIONS ARE TO FACE.
2. ALL INTERIOR DOORS SHALL BE 4' WIDE FROM FINISH FLOOR TO FINISH FLOOR AND 6' CLEAR FROM FINISH FLOOR TO FINISH FLOOR.
3. GENERAL CONTRACTOR SHALL CORROBORATE THE LOCATION OF FINISHED FLOORING IN WALLS TO RECORD CORRECT SETBACKS, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SCHEDULED DOOR AT ALL OPENINGS.
5. TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
6. WOOD "KICKER" FINISHES ALONG FINISH FLOOR OF WALLS, UNLESS NOTED OTHERWISE.
7. WOOD "KICKER" FINISHES SHALL BE PROVIDED FOR DIMENSIONED CORNER V. THE EXT.
8. REFER TO CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
9. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
10. ALL OPERATIONS THROUGH THE ARCHITECTURAL SHALL HAVE APPROPRIATE RESTRICTIONS.
11. FINISH LINED TYPICAL LEGEND ON THE DRAWINGS APPLY TO ALL FINISHES UNLESS NOTED OTHERWISE.
12. FINISH LINED TYPICAL LEGEND ON THE DRAWINGS APPLY TO ALL FINISHES UNLESS NOTED OTHERWISE.

LEGEND

- FINISH LINED TYPICAL LEGEND ON THE DRAWINGS APPLY TO ALL FINISHES UNLESS NOTED OTHERWISE.
- FINISH LINED TYPICAL LEGEND ON THE DRAWINGS APPLY TO ALL FINISHES UNLESS NOTED OTHERWISE.

DATE	REV.	REVISION DESCRIPTION
APRIL 9, 2003		
DRAWN BY: J.E., G.W., K.K.		
H.D., G.K., G.Y.		
PROFESSION: ARCHITECTURE		
PROJECT ARCHITECT: RICHARD R. HILTON		
ALABAMA PROJECT NUMBER: 200244		

ISLAND TOWER CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
181 N. BELTLINE HWY.
MOBILE, AL 36688
Telephone: (251) 943-4388 • Fax: (251) 943-8802

SHEET TITLE: GROUND LEVEL PLAN
SHEET NUMBER: A-1

SHEET TITLE
SECOND
LEVEL PLAN

DATE: APRIL 8, 2003
DRAWN BY: J.E. G.W., K.K.
PROJECT ARCHITECT: J.E. G.W., K.K.
PROJECT NUMBER: 2003044
ARCHITECTURE: J.E. G.W., K.K.
HATCH: J.E. G.W., K.K.
DATE: APRIL 8, 2003
REV: 1
REVISION DESCRIPTION

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott
MacDonald
Architects Engineers
181 N. BELLINGHAM
MOBILE, AL 36688
Telephone (205) 343-1000 • Fax: (205) 343-0002

- ARCHITECTURAL NOTES
1. METHOD FOR DIMENSIONING WALLS AND OPENINGS:
- EXTERIOR WALLS SHALL BE DIMENSIONED TO THE CENTER OF THE WALL.
- EXTERIOR FRAME WALL FACE OF STUDIOS AND CENTER OF OPENING.
- INTERIOR WALLS SHALL BE DIMENSIONED TO THE CENTER OF THE WALL.
- UNLESS NOTED OTHERWISE.
 2. ALL WINDOW DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 5" OFFSET FROM CONW WALL, UNLESS NOTED OTHERWISE.
 3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RESERVE CABINETS, SHELVE, TOILET ACCESSORIES, ETC.
 4. PROVIDE SPECIFIED SUBSTRATE BARRED AT ALL INTERIORS TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
 5. WORD "ALUM" INDICATES ALUM FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
 6. WORD "FSC" INDICATES FULLY ACCESSIBLE FIRE EXTINGUISHER CABINET W/ FIRE EXL. REFER TO CHAL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 7. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
 8. ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
 9. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SHOWN. IF A DIFFERENCE EXISTS, THE ARCHITECT'S INTENT SHALL BE THE GOVERNING FACTOR. QUESTIONS REGARDING ARCHITECT'S INTENT SHALL BE RESOLVED BY THE ARCHITECT OR ARCHITECT'S REPRESENTATIVE.
 10. REFER TO LIFE SAFETY SHEET FOR TYPICAL LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND MEANS OF EGRESS.
 11. NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE "ASSIGNED" TO ANY UNIT.
 - 12.

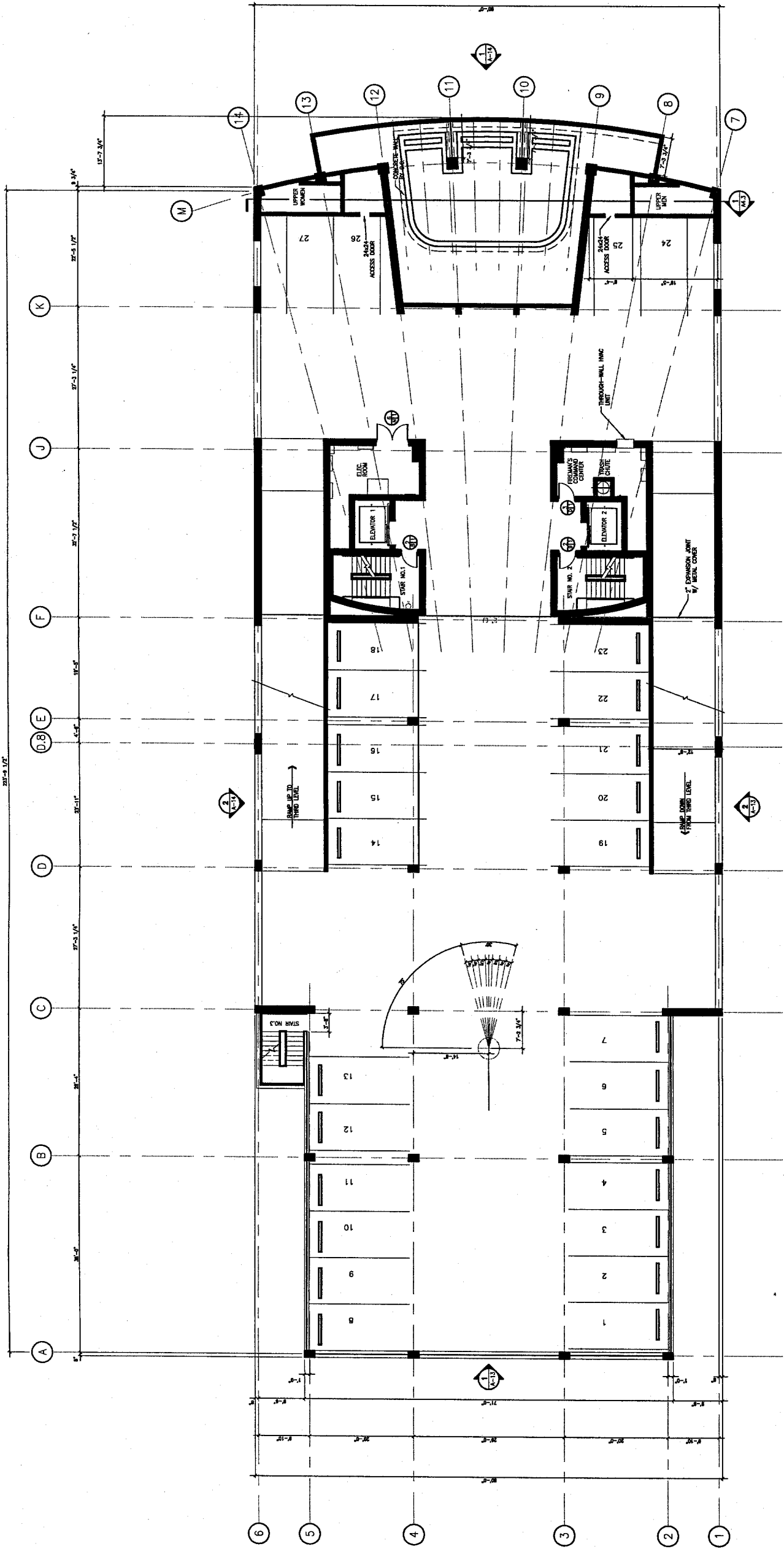
LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES.

NOTE:
STRUCTURAL DRAWINGS FOR
DIMENSIONS AND LOCATIONS OF CAST
CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY
ARCHITECT OF ANY DISCREPANCIES IN
DIMENSION BETWEEN ARCHITECTURAL AND
STRUCTURAL DRAWINGS.

1 SECOND LEVEL PLAN

SCALE: 1/8" = 1'-0"



THIRD LEVEL
PLAN

SHEET TITLE

DATE: APRIL 8, 2003
DRAWN BY: J.E. G.W. K.K.
PROJECT ARCHITECT: HATCH MOTT MACDONALD
PROJECT NUMBER: 2003044

REVISION DESCRIPTION

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott
MacDonald
Architects
Engineers
181 N. BELLINGHAM
MOBILE, AL 36682
Telephone: (251) 343-0300 • Fax: (251) 343-0022

- ARCHITECTURAL NOTES**
1. METHOD FOR UNDERPINNING WALLS AND FOUNDATIONS:
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT.
 2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF EXISTING WALL AND 8" OFFSET FROM FINISH OF EXISTING WALL.
 3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RESERVE CABINETS, SHELVE, TOILET ACCESSORIES, ETC.
 4. PROVIDE SCHEDULED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS UNLESS NOTED OTHERWISE.
 5. WORD "ALUM" INDICATES ALUM FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
 6. WORD "TYP" INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE ETC.
 7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
 9. ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
 10. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS UNLESS THE DRAWING SPECIFICALLY STATES OTHERWISE. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DETAILS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DETAILS.
 11. REFER TO USE SAFETY SHEET AS FOR TYPES AND LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND MEANS OF EGRESS.
 12. NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE "ASSIGNED" TO ANY UNIT.

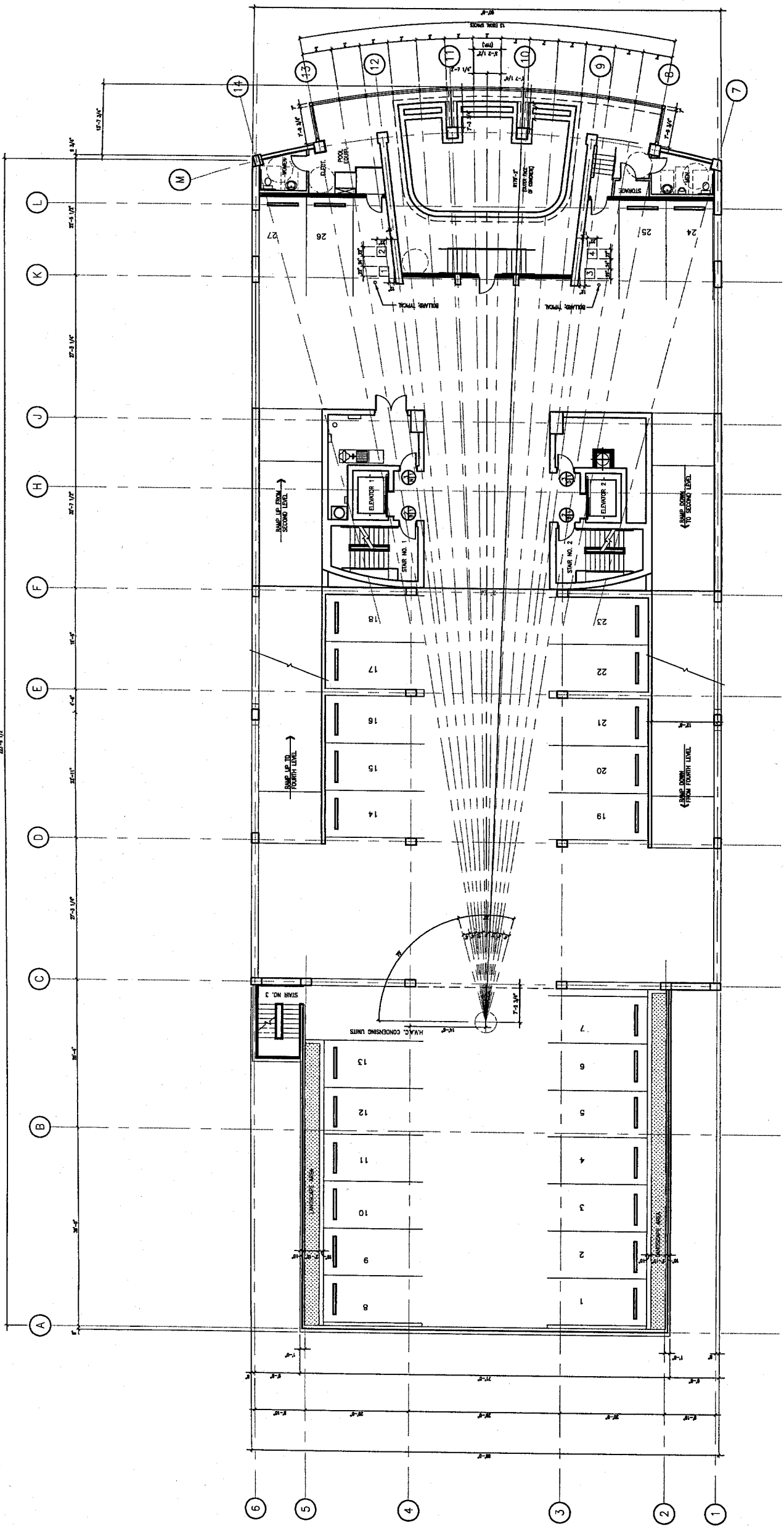
LEGEND

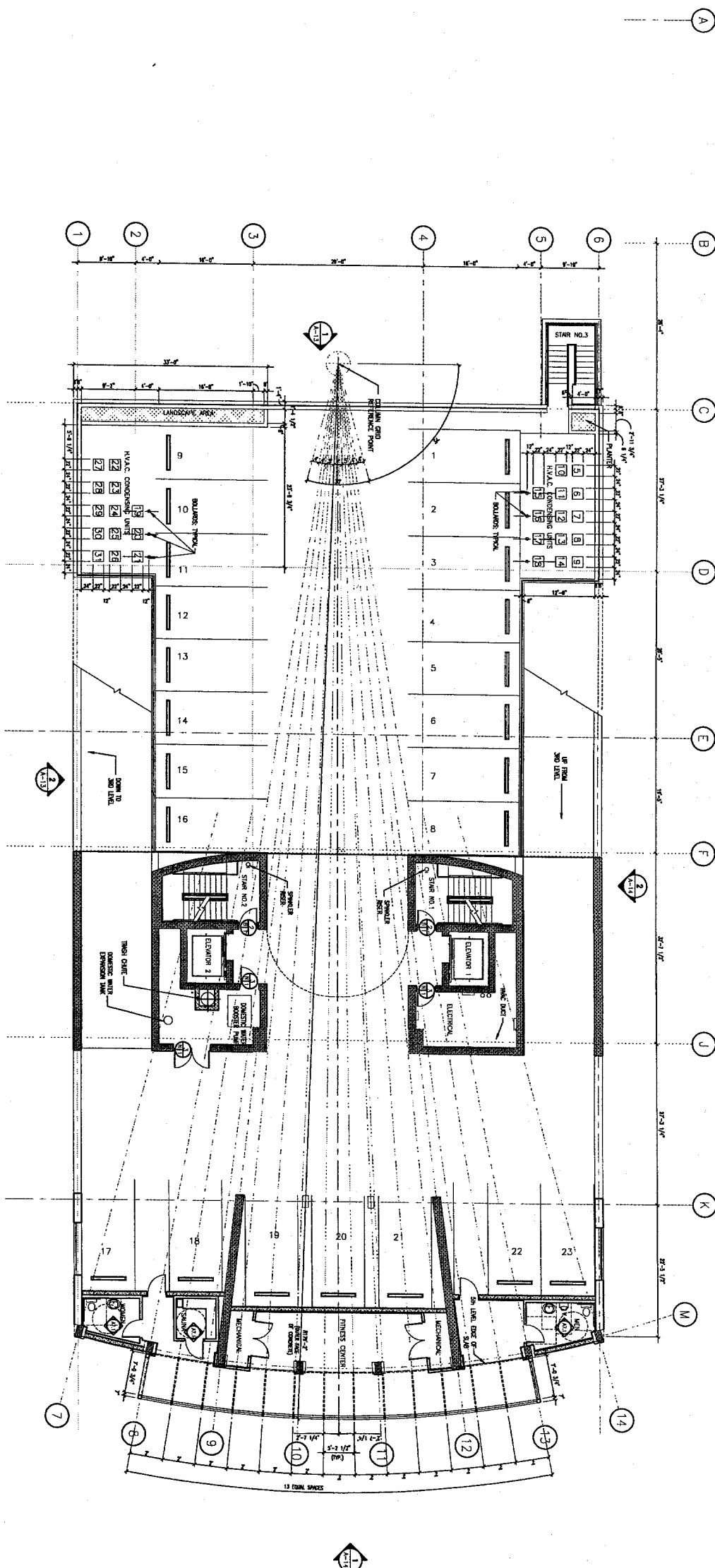
INDICATES LANDSCAPE PLANTING BED

PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

NOTE:
SEE STRUCTURAL DRAWINGS FOR DIMENSIONS AND LOCATIONS OF CAST CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES IN DIMENSION BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS.

1 THIRD LEVEL PLAN
SCALE: 1/8" = 1'-0"





- [illegible]

SHEET NUMBER: A-4	SHEET TITLE: FOURTH LEVEL PLAN FITNESS CENTER	DATE:	APRIL 8, 2003	DATE REV.		REVISION DESCRIPTION		ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald, LLC Architects Engineers 181 N. BELTLINE HWY. BIRMINGHAM, AL 35203 Telephone: (205) 343-4388 • Fax: (205) 343-8002
		DESIGNED BY:							
		DRAWN BY:	J.E., G.W., K.K. H.D., G.J.C., G.Y.						
		PROFESSION:	ARCHITECTURE						
		PROJECT ARCHITECT:	RICHARD R. HELTON						
		H.M.M. PROJECT NUMBER:	200344						

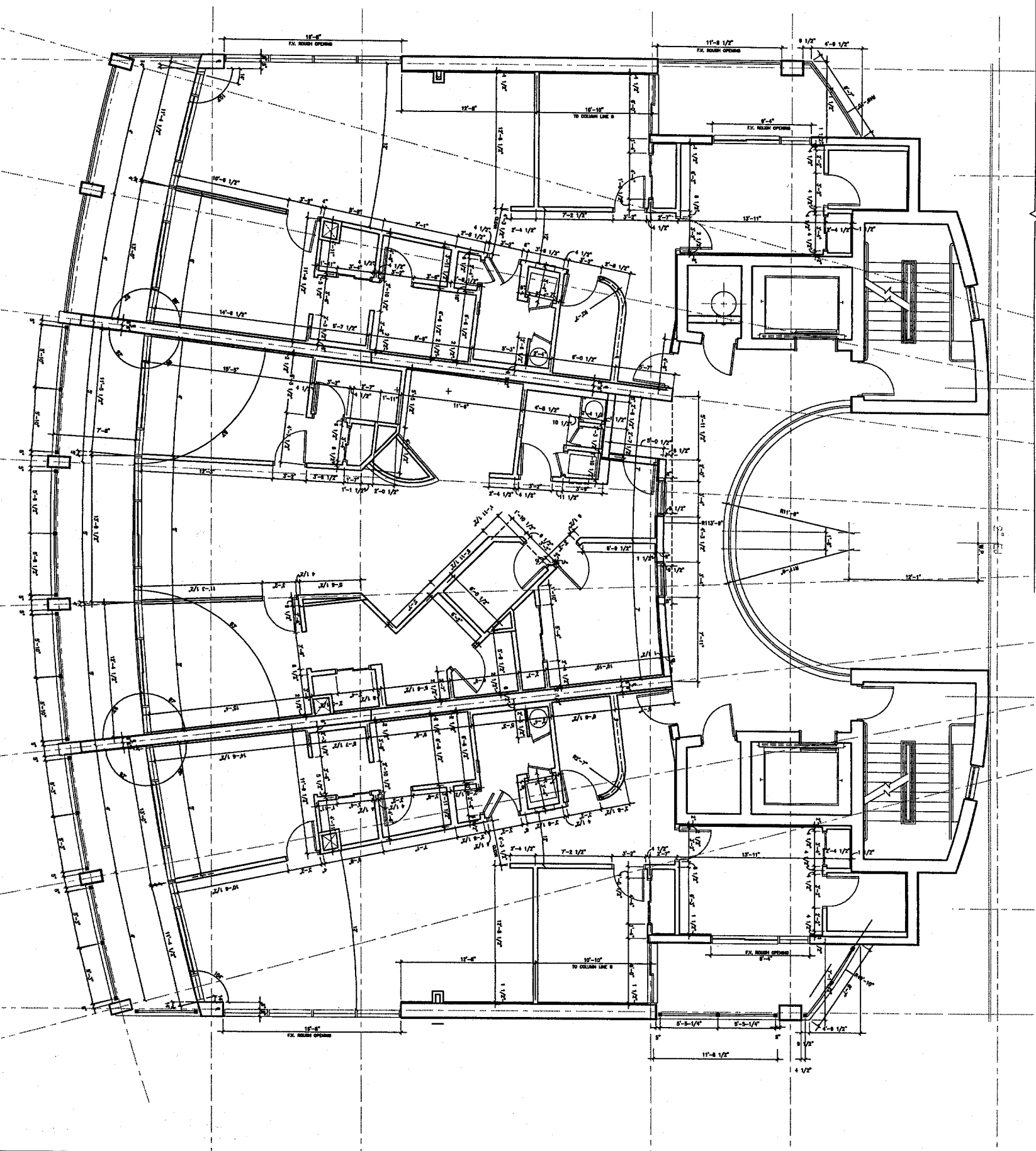
NOTE:
SEE STRUCTURAL DRAWINGS FOR
DIMENSIONS AND LOCATIONS OF CAST
CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY
ARCHITECT AND DISCOVERIES IN
CONFLICT BETWEEN ARCHITECTURAL AND
STRUCTURAL DRAWINGS.

ARCHITECTURAL NOTES

1. MINIMUM FINISH WALLS AND OPENINGS:
- CONCRETE WALLS SHALL BE TO FACE.
- INTERIOR FINISH PARTITION: COORDINATE WITH STUDIOS.
- UNLESS NOTED OTHERWISE.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF END WALL
AND 8" OFFSET FROM END WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF ROUNDED
CORNERS IN WALLS TO RESIST CORNER CRACKING, TIGHT JOINTS, ETC.
4. FINISH SPECIES AND SURFINING SHALL BE AT ALL INTERIORS.
THAT SPECIES AND SURFINING SHALL BE AS NOTED OTHERWISE.
5. WOOD "TYPED" FINISHES ALONG FINISH FACE OF WALLS UNLESS NOTED
OTHERWISE.
6. WOOD "TYPED" FINISHES SHALL BE RECESSED FIRE RESISTANT GIBBS 1/2" FIRE EXT.
FOR ADDITIONAL INFORMATION.
7. REFER TO CORP. SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
8. ALL PARTITIONS THROUGH FIRE ASSEMBLIES SHALL HAVE
APPROVED FIRE RATING.
9. FINISH SPECIES SHALL BE "TYPED" FOR THE FINISHING TRADE.
TO ALL SURFACES THAT ARE TO BE FINISHED TO FACE.
SPECIFICALLY DETAIL: SUCH DETAILS APPLY FINISHES TO NOT
APPLICABLE TO TYPICAL DETAILS SHALL BE RECESSED BY THE
ARCHITECT OR ENGINEER.
10. REFER TO LIFT SAFETY SHEET, ALL FOR TYPES AND LOCATIONS
MEANS OF EGRESS.
11. FINISHED FLOORING SHALL BE FOR INTERIOR PURPOSES ONLY. NO
SPACES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LAMINATE FINISHING BED
- FINISHED FLOORING SHALL BE STRIPING PER AIA GUIDELINES



1 TYPICAL FLOOR PLAN
SCALE: 1/8" = 1'-0"

SHEET NUMBER A-5	TYPICAL FLOOR DIMENSION PLAN	SHEET TITLE	DATE: APRIL 6, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 191 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (251) 543-4380 • Fax: (251) 543-4802
			DESIGNED BY: J.E., G.W., K.K.					
			DRAWN BY: H.D., G.K., G.Y.					
			PROFESSOR: ARCHITECTURE					
			PROJECT ARCHITECT: RICHARD R. HILTON					
			KJMAA PROJECT NUMBER: 200264					

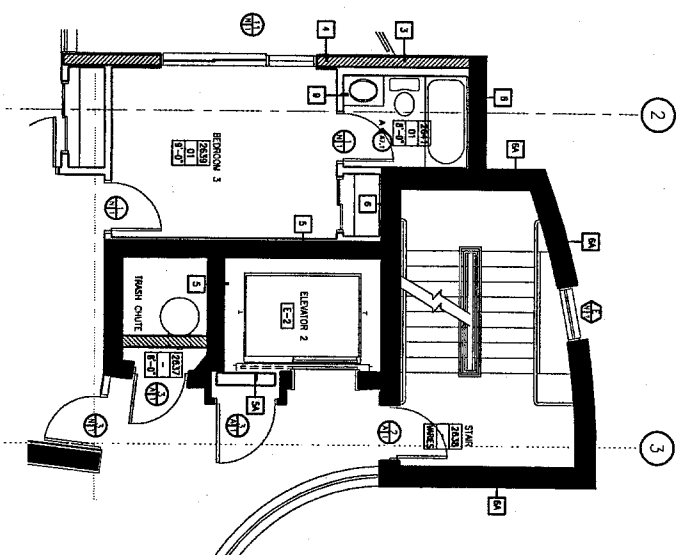
This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

ARCHITECTURAL NOTES

1. REFER TO ARCHITECTURAL WALL AND CEILING NOTES FOR FINISHES AND MATERIALS.
2. EXTERIOR WALLS SHALL BE 4" THICK CONCRETE WITH 1% REINFORCEMENT.
3. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR AND 8" OFFSET FROM FINISH OF WALL.
4. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF ALL INTERIOR DOORS TO MATCH THE LOCATION OF THE EXISTING DOORS.
5. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
6. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
7. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
8. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
9. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
10. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
11. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.
12. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL INTERIORS.

LEGEND

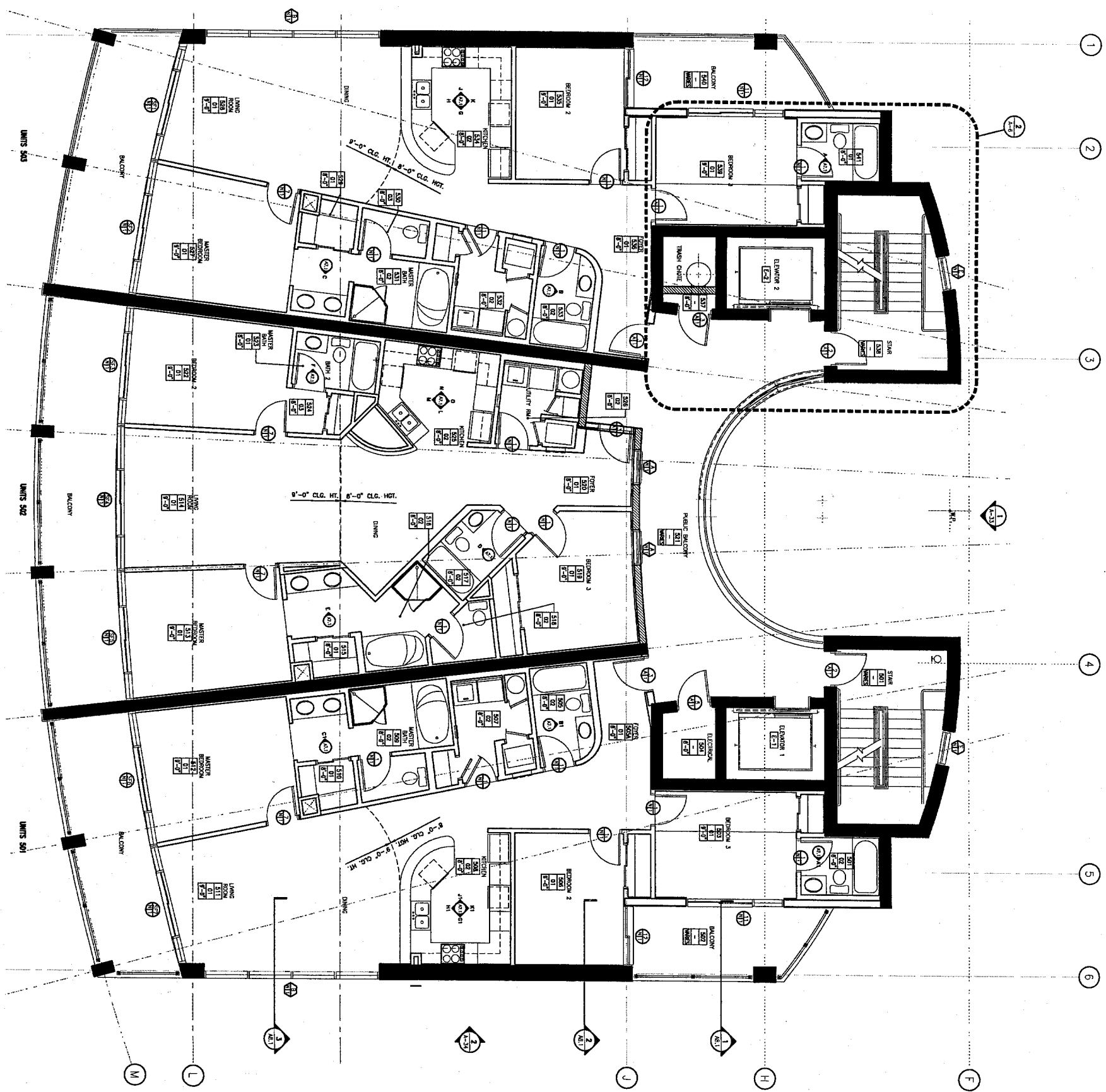
- INDICATES LANDSCAPE PLANTING BED
- PAINTED FINISHES ARE SHOWN FOR ALL BUILDINGS



2 ELEVATOR EQUIP. RM. 26th FLOOR ONLY

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLUSTERS
FLOOR - CARPET
WALLS - PAINTED OFFSHORE BOARD
CEILING - 1/2" PLASTER OVER GYP. BOARD
ON SUPERIOR OFFSHORE BOARD
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED OFFSHORE BOARD
CEILING - 1/2" PLASTER OVER GYP. BOARD
ON OFFSHORE BOARD
3. ALL ROOMS TO BE SUPERIOR OFFSHORE BOARD UNLESS NOTED OTHERWISE.



1 FIFTH FLOOR PLAN

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
161 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-6266 • Fax: (251) 343-6802

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

DATE	REV.	REVISION DESCRIPTION
APRIL 8, 2008		
DESIGNED BY:		
DRAWN BY:		
CHECKED BY:		
PROJECT ARCHITECT:		
PROJECT MANAGER:		
HATCH PROJECT NUMBER:		

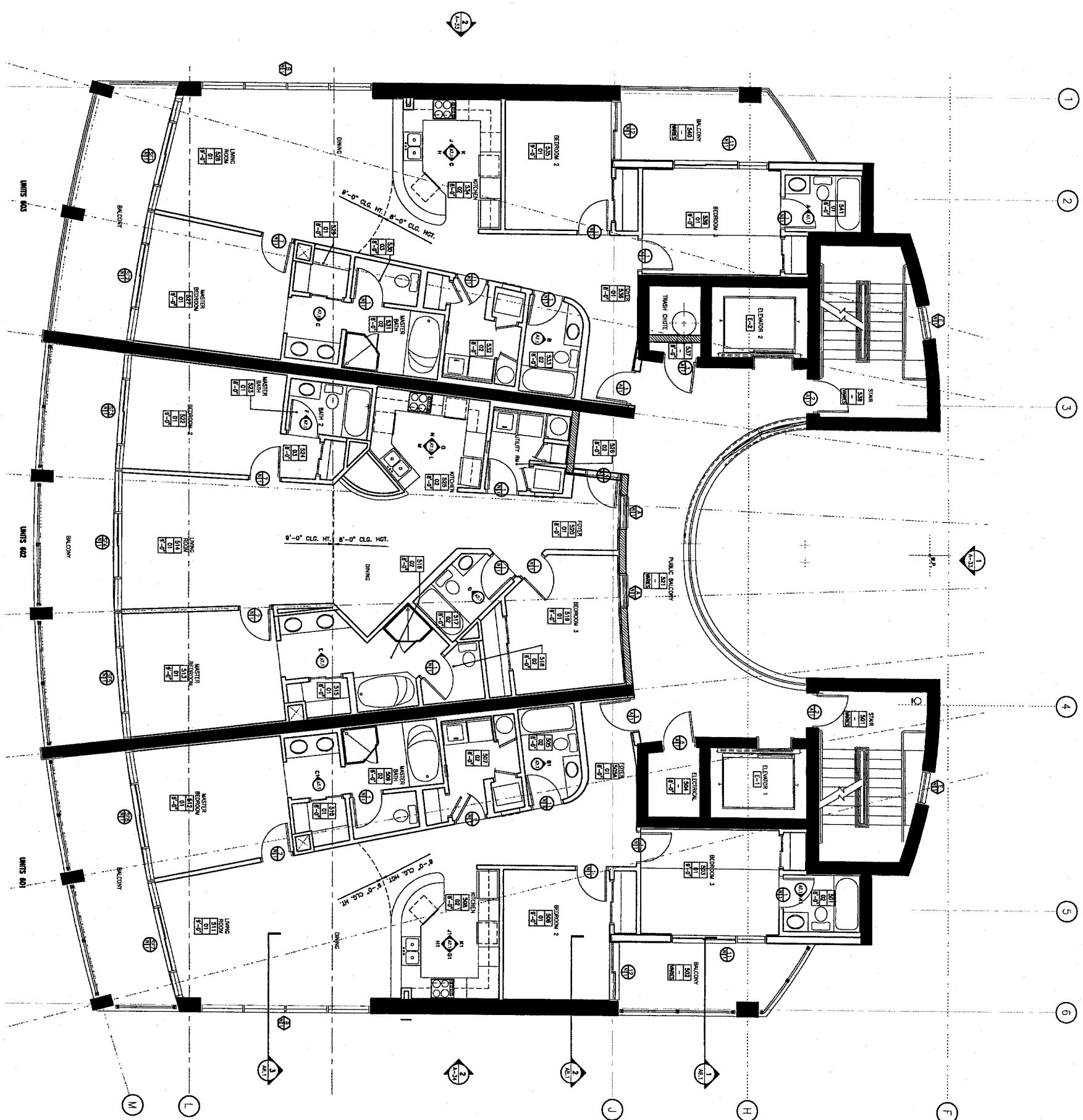
SHEET TITLE
FIFTH FLOOR PLAN
A-6

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

- LEGEND**
- INDICATES LANDSCAPE PLANTING BED
 - PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
BASE 1/2" PAINTED WOOD /SPINCE WOULD
CEILING - ONE TIERED SHAW FRESH
ON SCHEDULE GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED GYPSUM BOARD
BASE 1/2" PAINTED WOOD /SPINCE WOULD
CEILING - ONE TIERED SHAW FRESH ON CONCRETE SLAB
ON GYPSUM BOARD
3. ALL CEILING TO BE SCHEDULED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



 NORTH

SIXTH FLOOR PLAN
 1/2" = 1'-0"

SHEET NUMBER A-7	PROJECT TITLE SIXTH FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 551 N. BELTLINE HWY. MOBILE, AL 36608 Telephone: (251) 343-4396 • Fax: (251) 343-4902
		DESIGNED BY:					
		DRAWN BY: J.E. (J.W., K.Y. H.D., G.K., G.Y.					
		PROFESSION: ARCHITECTURE					
		PROJECT ARCHITECT: RICHARD R. HELTON					
		H.M.M.A. PROJECT NUMBER: 206244					

- LEGEND**
- INDICATES LANDSCAPE PLANTING BED
 - PAINTED PARKING ASILE STRIPING PER ADA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLUSTERS
FLOOR - CARPET
WALLS - PAINTED
CEILING - PAINTED
CEILING - FINE TERNISHED STAIN FINISH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CERAMIC
WALLS - PAINTED
CEILING - FINE TERNISHED STAIN FINISH ON CONCRETE SLAB
OR GYPSUM BOARD
ALL CEILING TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.

SEVENTH FLOOR PLAN

 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH
 NORTH

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
101 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4385 • Fax: (251) 343-6832

PROJECT TITLE
SEVENTH
FLOOR PLAN

DATE: APRIL 8, 2003
DESIGNED BY:
DRAWN BY: J.E. G.W. K.K.
H.D. G.J.C. G.Y.
PROFESSION: ARCHITECTURE
PROJECT ARCHITECT:
RICHARD R. HILTON
H.M.A. PROJECT NUMBER: 2003-044

A-8

PROJECT NUMBER:

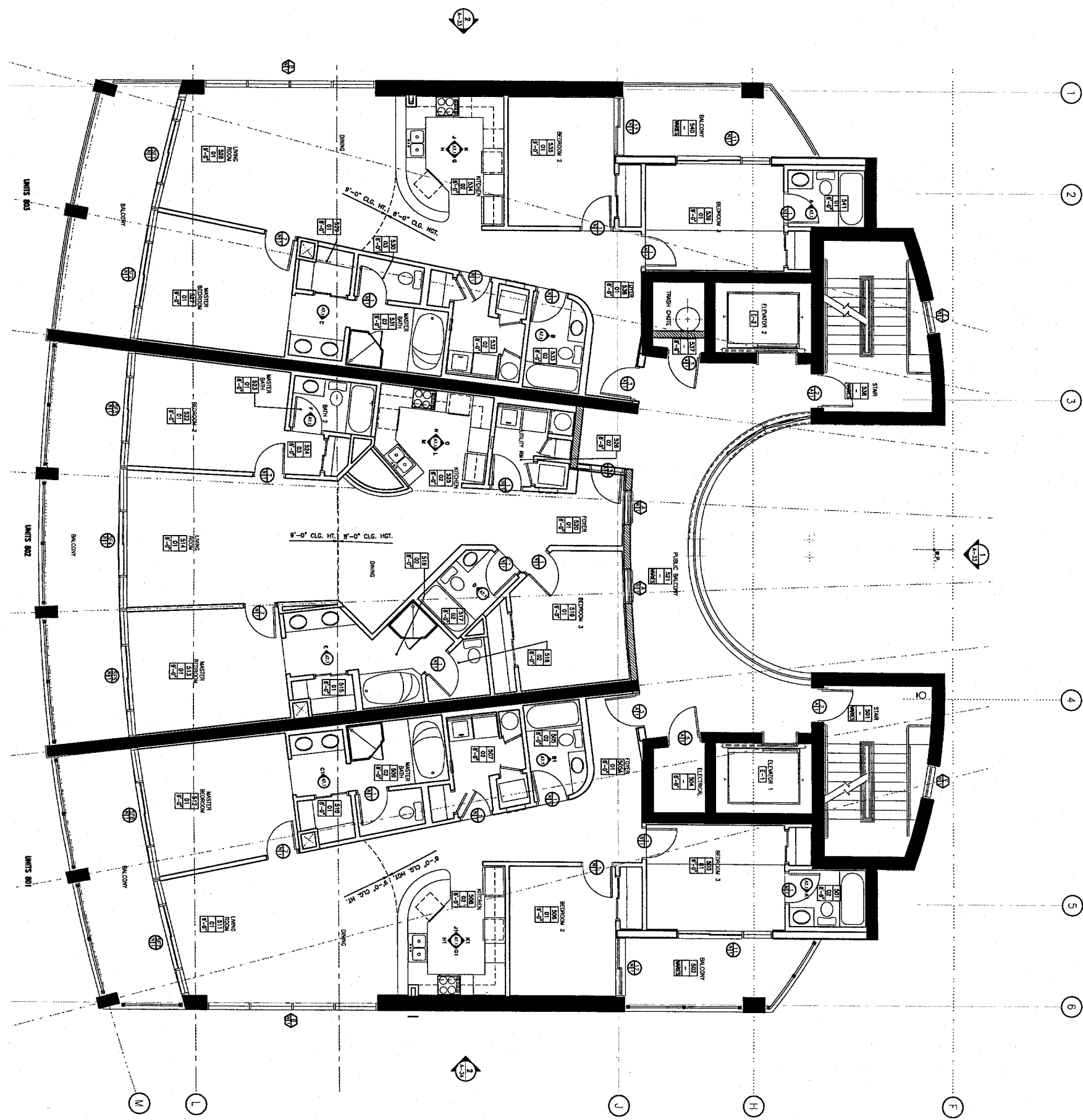
ARCHITECTURAL NOTES

1. UNITS FOR DISCOUNTS SHALL BE OFFERING CONCRETE & MASONRY WALLS, FLOOR TO FLOOR, EXCEPT FOR WALLS TO BE FINISHED WITH OTHER MATERIALS OR SYSTEMS, UNLESS NOTED OTHERWISE.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM CHAM WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE COVERS, SHELTERS, TOILET ACCESSORIES, ETC.
4. PROVIDE SCHEDULED SUSTAINMENT ROOMS AT ALL UNITS AND COMMON AREAS.
5. UNITS SHALL BE FINISHED WITH CONCRETE, UNLESS NOTED OTHERWISE.
6. WOOD TYPE MODELS WITH FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. WOOD TYPE MODELS FULLY RECESSED INTO EXTERIOR CORNER V/ PRE EXST. FOR EXTERIOR INFORMATION.
8. REFER TO COVER SHEET FOR THICKNESS, ARCHITECTURAL LEGEND, AND FINISHES.
9. ALL DIMENSIONS BETWEEN FINE ASSEMBLIES SHALL HAVE FINISH FACE TO FINISH FACE.
10. FINISHES LISTED TYPICAL SCHEDULE FOR THE FINISHES APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY LISTED. EACH DETAIL APPLICABLE TO THE FINISHES LISTED SHALL BE FINISHED WITH THE SAME FINISHES UNLESS NOTED OTHERWISE.
11. REFER TO LIFT SAFETY SHEET FOR TYPES AND LOCATIONS OF ALL LIFT SAFETY DEVICES, THE STAIRWELL LOCATION, AND NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE RESERVED TO ANY UNIT.
12. FINISHES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANTING BOX
- PAINTED PARKING ASSESSMENT PER AIA GUIDELINES

- FINISH SCHEDULE**
1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GLOSS WHITE
CEILING - PAINTED GLOSS WHITE
ON SCHEDULED OFFICIAL BOARD.
 2. ALL OTHER ROOMS
FLOOR - GRANITE TILE
WALLS - PAINTED GLOSS WHITE
CEILING - PAINTED GLOSS WHITE
ON SCHEDULED OFFICIAL BOARD.
 3. WOOD ONE-WAY



1
A-9
EIGHTH FLOOR PLAN
SCALE: 1/4" = 1'-0"

SHEET TITLE EIGHTH FLOOR PLAN A-9	DATE: APRIL 8, 2003 DESIGNED BY: J.E. G.W. K.K. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 191 N. BELTLINE HWY. Mobile, AL 36608 Telephone: (251) 943-4388 • Fax: (251) 943-4802

ARCHITECTURAL NOTES

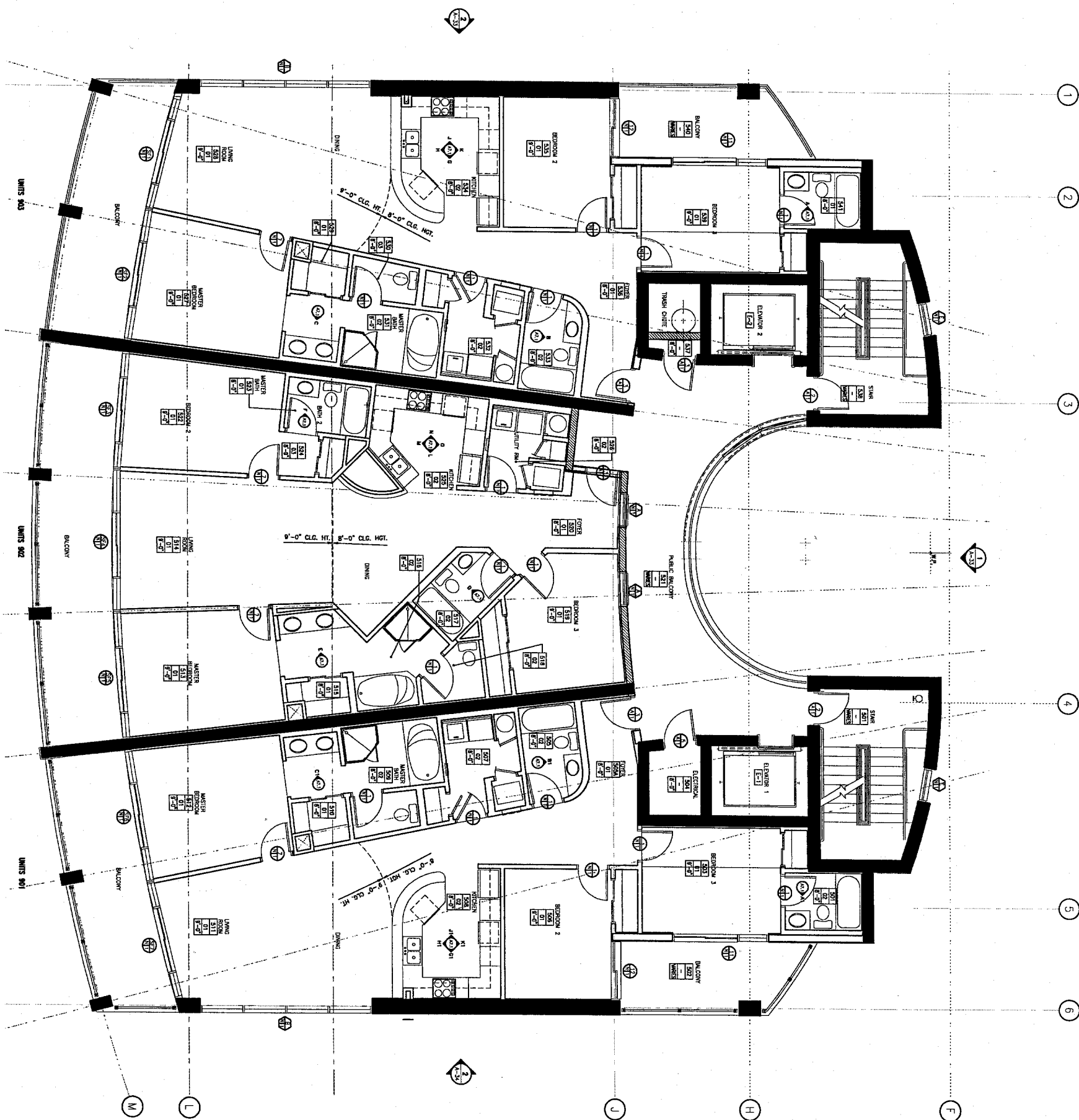
1. METHOD FOR DETERMINING WALLS AND OPENINGS:
 - EXTERIOR FINISH WALL, FACE OF STUDY AND CENTER OF OPENING, UNLESS NOTED OTHERWISE.
2. ALL INTERIOR DOORS SHALL BE 4' CLEAR FROM FINISH OF STUDY WALL AND 8' CLEAR FROM CURB WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVS, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD FLOOR INDICATES ALUM. FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD FLOOR INDICATES FULLY RECESSED THE EXTERIOR CORNER W/ THE EXT.
7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE PENETRATIONS.
10. DETAILS LABELED "TYPICAL" DERIVE FROM THE DRAWINGS APPLICABLE TO THE ENTIRE PROJECT. DETAILS LABELED "SPECIFIC" ARE SPECIALLY DESIGNED FOR EACH LOCATION. QUESTIONS REGARDING ANY DETAIL NOT SHOWN HEREIN SHALL BE FORWARDED TO THE ARCHITECT OR ENGINEER.
11. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF REQUIRED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND SMOKE DETECTORS.
12. NUMBERED FINISH SPACES ARE FOR REFERENCE PURPOSES ONLY. NO FINISH SHALL BE ASSIGNED TO ANY FIN.

LEGEND

- INDICATES LANDSCAPE PLANNING B.D.
- PAINTED FINISHING AREA STRIPING PER AIA GUIDELINES.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - DOORS - PAINTED OFFSHORE BOARD
 - ON SUPPORTED OFFSHORE BOARD
2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - ON SUPPORTED OFFSHORE BOARD
3. ALL CEILING TO BE SUPPORTED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



1
NINTH FLOOR PLAN
SCALE: 1/4" = 1'-0"

SHEET NUMBER: A-10	PROJECT TITLE: NINTH FLOOR PLAN	DATE: APRIL 8, 2003		REVISION DESCRIPTION		ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Alabama, LLC Architects Engineers 161 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (251) 343-0088 • Fax: (251) 343-0022
		DRAWN BY: J.E. G.W. K.K. PROFESSOR: R.D. G.K. G.V. PROJECT ARCHITECT: RICHARD R. HILTON H.M.M.A. PROJECT NUMBER: 200344	DATE: REV:				

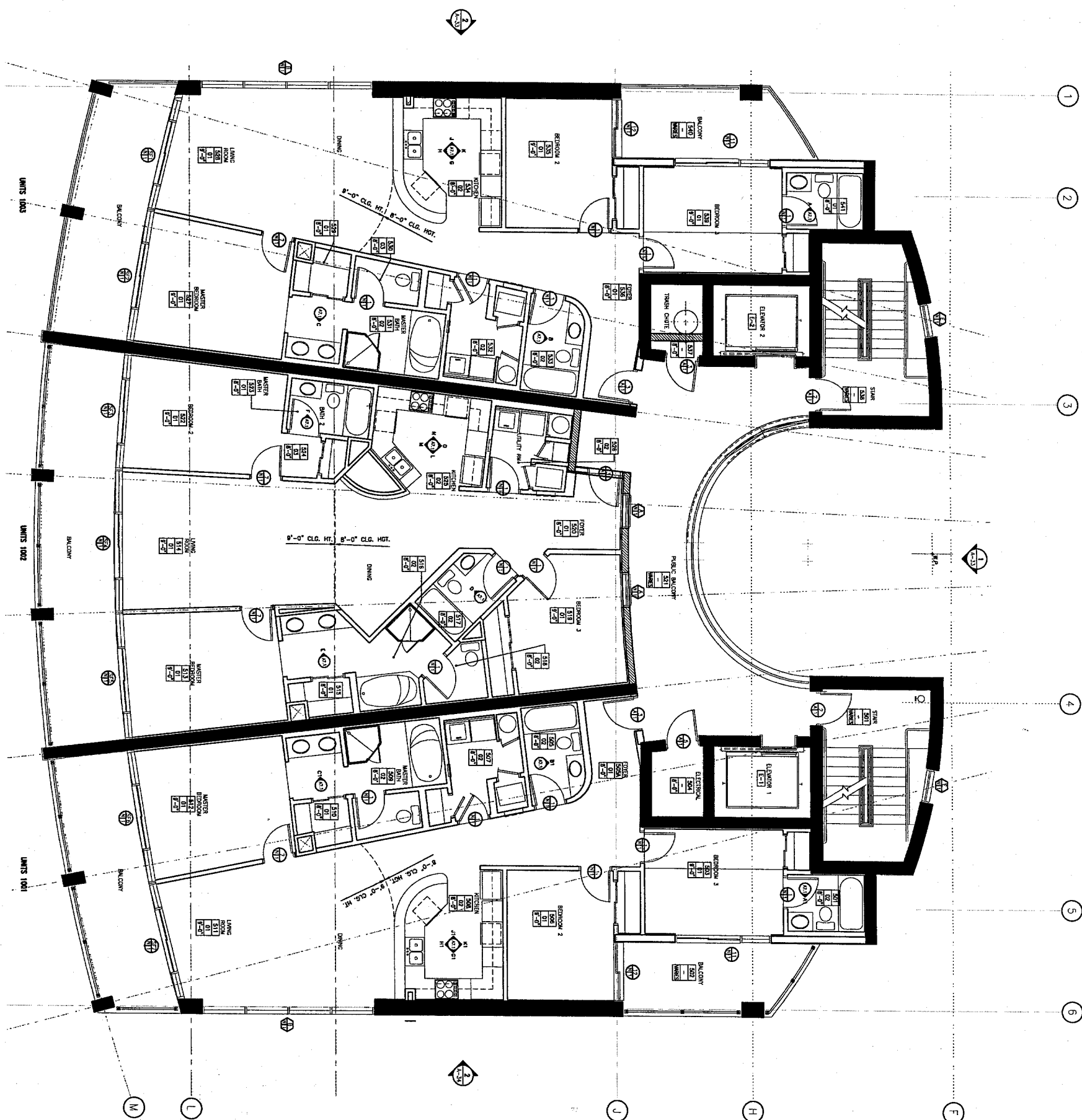
This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.

- ### **LEGEND**

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES.

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE - 1/2" PAINTED WOOD / 3/4" WOOD
CEILING - FINE TEXTURED SPRAY FINISH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - GRANITE TILE
WALLS - PAINTED GYPSUM BOARD
BASE - 1/2" PAINTED WOOD / 3/4" WOOD
CEILING - FINE TEXTURED SPRAY FINISH ON CONCRETE SLAB
ON GYPSUM BOARD
3. ALL CEILING TO BE SUSPENDED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



1 TENTH FLOOR PLAN

SHEET NUMBER: A-11	FLOOR PLAN TENTH FLOOR	SHEET TITLE:	DATE: APRIL 8, 2005	DATE:	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. MELTONE HWY. BIRMINGHAM, AL 35202 Telephone: (205) 343-6386 • Fax: (205) 343-6802
			DESIGNED BY:					
			DRAWN BY: J.E. G.W., K.M. H.D., G.K., G.Y.					
			PROFESSION: ARCHITECTURE					
			PROJECT ARCHITECT: RICHARD R. MELTON					
			HATCH PROJECT NUMBER: 200244					

ARCHITECTURAL NOTES

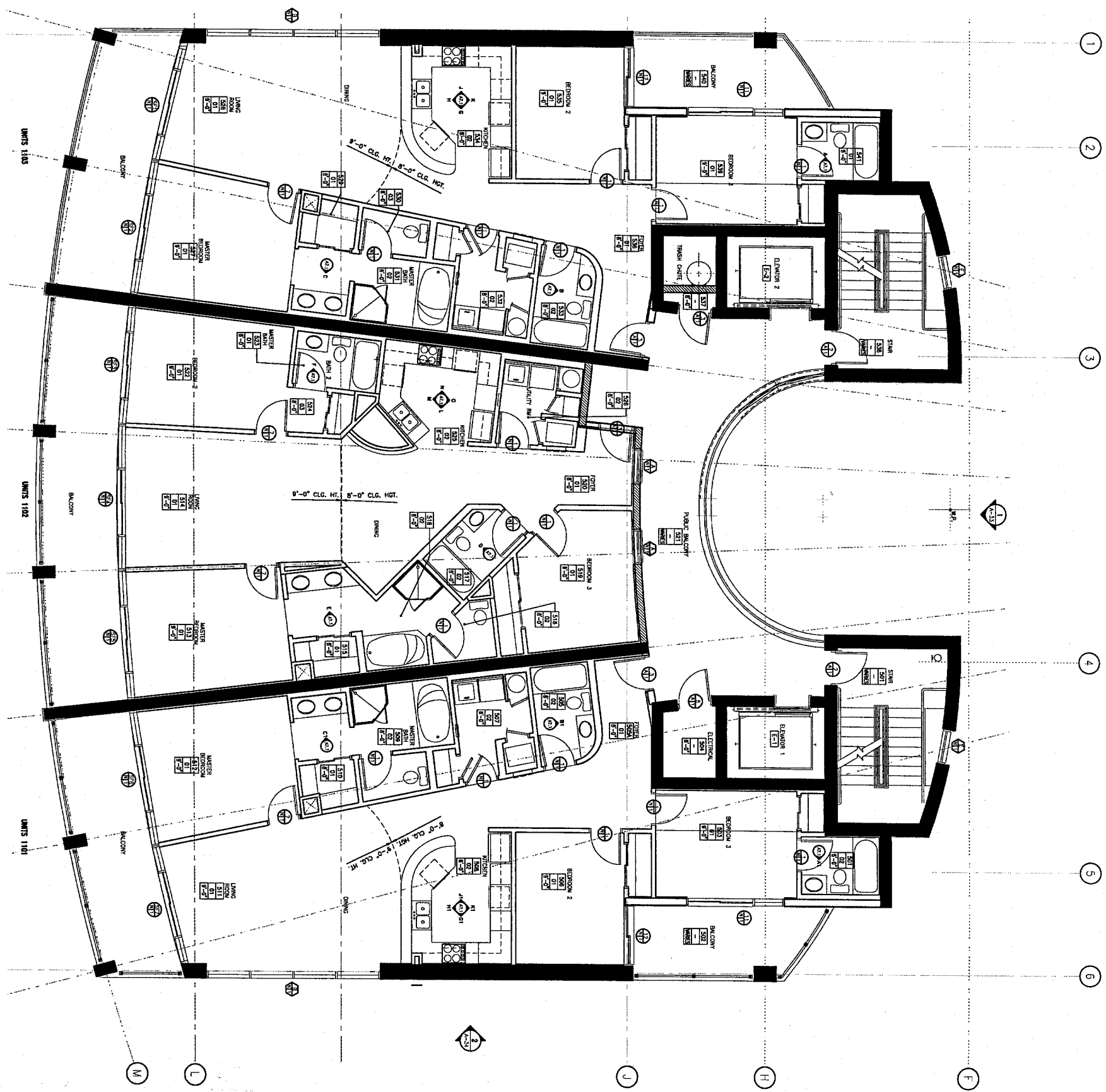
1. UNLESS OTHERWISE NOTED, ALL FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
2. ALL INTERIOR WALLS SHALL BE 5/8" THICK CONCRETE BLOCK OR 5/8" THICK CMU, UNLESS NOTED OTHERWISE.
3. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
4. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
5. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
6. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
7. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
8. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
9. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
10. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
11. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.
12. ALL INTERIOR DOORS SHALL BE 4" THICK SOLID CORE, UNLESS NOTED OTHERWISE.

LEGEND

- 1. INDICATES LANDSCAPE PLANTING BED
- 2. PAINTED FINISH AS NOTED ON THE FINISH SCHEDULE

FINISH SCHEDULE

1. BEDROOMS & BATHS: 2. & 3. CLOSETS
2. ALL OTHER ROOMS
3. ALL OTHER ROOMS



11 ELEVENTH FLOOR PLAN

SHEET TITLE 11 ELEVENTH FLOOR PLAN	DATE: APRIL 8, 2003	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald, LLC Architects Engineers 161 N. BELTLINE HWY. MOBILE, AL 36682 Telephone: (251) 343-4444 • Fax: (251) 343-8002
	DRAWN BY: J.E. G.W. K.K. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. FELTON H.M.M.A. PROJECT NUMBER: 2002044	DATE: REV:		

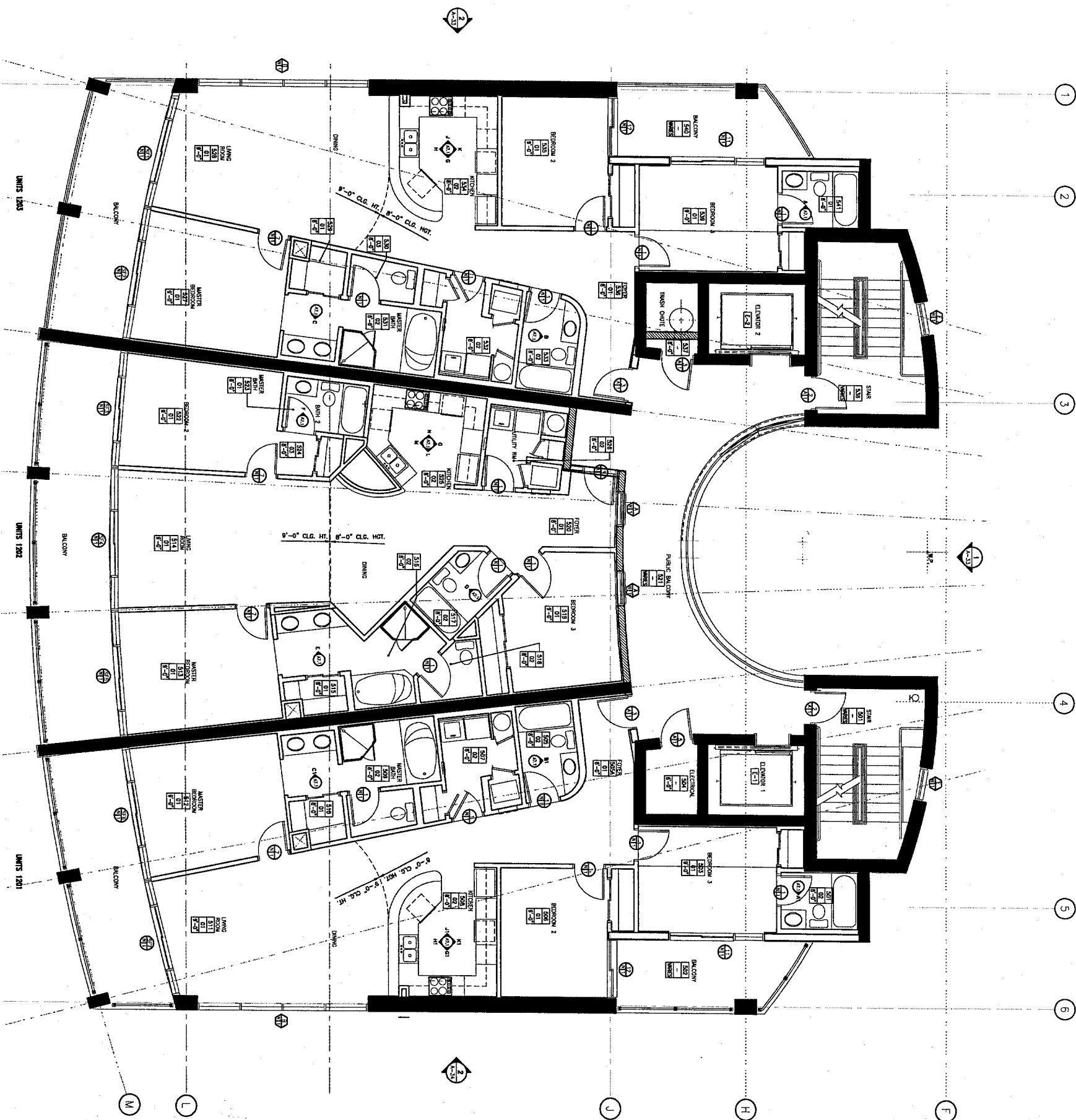
This drawing is the property of Hatch Mott MacDonald, Alabama, LLC, and may not be reproduced without written permission.

- ARCHITECTURAL NOTES**
1. METHOD FOR DIMENSIONING WALLS AND OPENINGS:
- CONCRETE & MASONRY WALLS: FACE TO FACE AND CENTER OF OPENING.
- INTERIOR FRAME PARTITION: CENTERLINE OF STUD.
- UNLESS NOTED OTHERWISE.
 2. ALL WINDOW DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM CURB WALL UNLESS NOTED OTHERWISE.
 3. ALL DOOR PARTITIONS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL UNLESS NOTED OTHERWISE.
 4. PROVIDE GROoved SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS UNLESS NOTED OTHERWISE.
 5. WOOD "KNOCK" FINISHES ALONG FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
 6. WOOD "KNOCK" FINISHES SHALL BE RECESSED PRE-EXHIBITION CABINET W/ FINE LVL. FOR ADDITIONAL INFORMATION.
 7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
 9. ALL PARTITIONS THROUGH PRE-ASSEMBLED SHALL HAVE APPROPRIATE PRESTRESSING.
 10. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SHOWN. IF A DIFFERENCE IS NOTED, THE DRAWING SHALL BE USED AS THE BASIS FOR CONSTRUCTION. QUESTIONS REGARDING THE INTERPRETATION OF THE DETAILS SHALL BE RESOLVED BY THE ARCHITECT.
 11. REFER TO THE COVER SHEET FOR THE TYPICAL PARTITION AND LOCATION OF PARTITION WALLS, PRE-ASSEMBLED, PRE-EXHIBITION, LOCATION, AND FINISHES.
 12. NUMBERED FINISH SPACES ARE FOR REFERENCE PURPOSES ONLY, NO FINISHES ARE ASSIGNED TO ANY UNIT.

LEGEND

WOOD KNOCK FINISHES
PAINTED FINISHES AS SHOWN PER AIA GUIDELINES

- FINISH SCHEDULE**
1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GROSS FINISH
CEILING - PAINTED GROSS FINISH
CLOSET - FINE TEXTURED GROSS FINISH
ON SUSPENDED GROSS BOARD.
 2. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - PAINTED GROSS FINISH
CEILING - PAINTED GROSS FINISH
ON SUSPENDED GROSS BOARD
ALL COATING TO BE SUSPENDED GROSS BOARD UNLESS NOTED OTHERWISE.



**ISLAND TOWER
CONDOMINIUMS**
GULF SHORES, ALABAMA

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
161 N. BELTLINE HWY.
Mobile, AL 36684
Telephone: (205) 343-4000 • Fax: (205) 343-0802

DATE	REV.	REVISION DESCRIPTION
APRIL 8, 2003		
DRAWN BY: J.E. G.W. K.K.		
PROFESSION: H.D., G.K., G.Y.		
PROJECT ARCHITECT: RICHARD R. HILTON		
ALABAMA PROJECT NUMBER: 200244		

TWELFTH FLOOR PLAN

A-13

ARCHITECTURAL NOTES

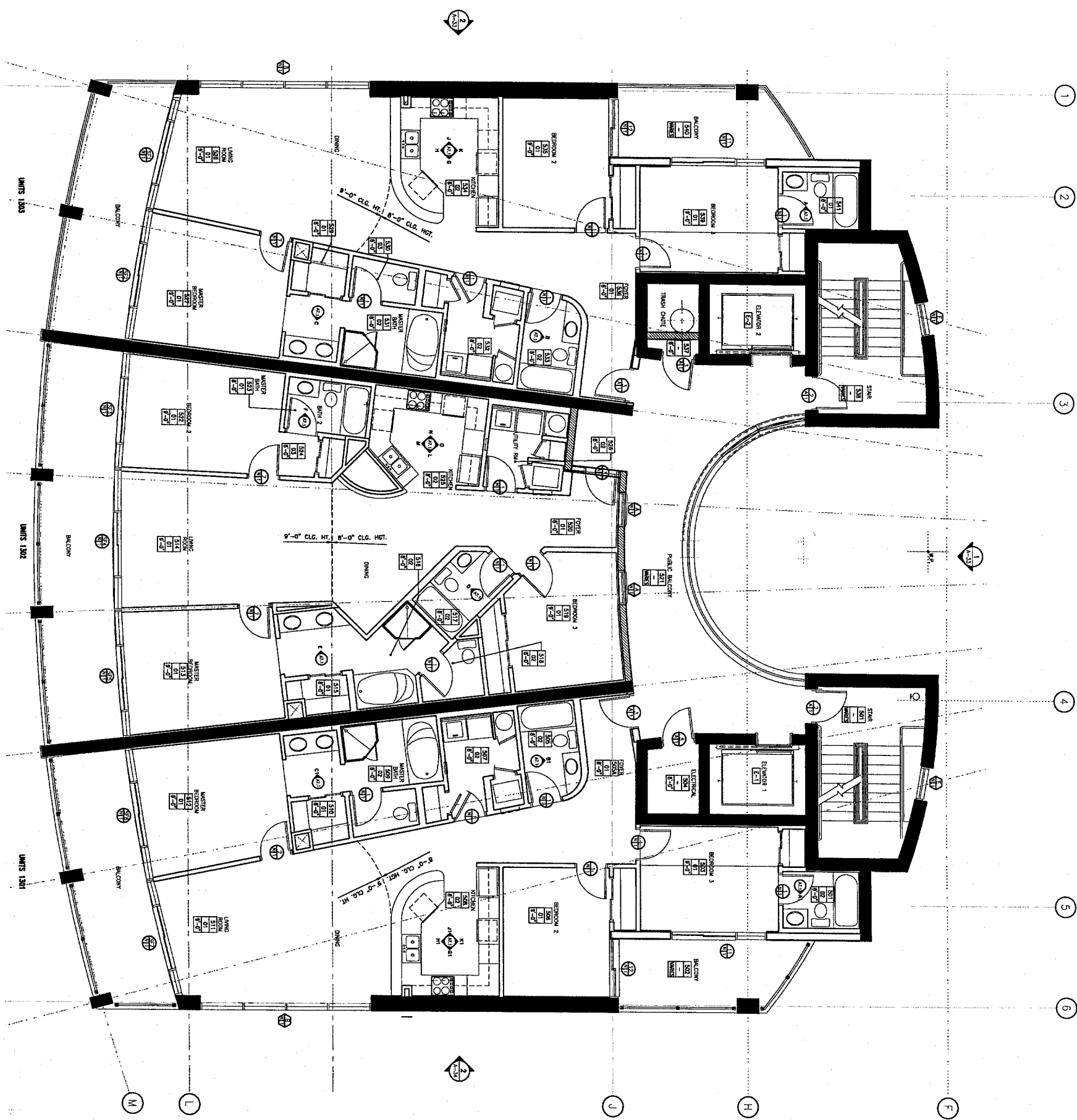
1. UNLESS OTHERWISE NOTED, ALL FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
2. EXTERIOR FINISHES SHALL BE AS SHOWN ON THE EXTERIOR FINISH SCHEDULE.
3. ALL INTERIOR FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
4. GENERAL CONTRACTOR SHALL PROVIDE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CORNERS, SHELTERS, TOILET ACCESSORIES, ETC.
5. PROVIDE SCHEDULED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
6. WOOD "JOIST" INDICATES ALUMINUM FINISH FACE OF WALL, UNLESS NOTED OTHERWISE.
7. WOOD "JOIST" INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
8. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
9. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
10. ALL FINISHES THROUGHOUT THE ASSEMBLY SHALL HAVE APPROPRIATE FIRE-RATING.
11. DETAILS UNLESS OTHERWISE NOTED, ON THE FINISHING PARTY, SHALL BE AS SHOWN ON THE FINISHING PARTY.
12. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF REQUIRED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND SMOKE DETECTORS.
13. NUMBERED FINISHES ARE FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE REQUIRED TO BE SHOWN.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED FINISHING ASSEMBLY PER AIA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - POLISHED CONCRETE
WALLS - PAINTED WOOD VENEER
BASE - PAINTED WOOD VENEER
ON SCHEDULED SUBSTRATE BOARD
2. ALL OTHER ROOMS
FLOOR - POLISHED CONCRETE
WALLS - PAINTED WOOD VENEER
ON SCHEDULED SUBSTRATE BOARD
OR OTHER BOARD
ALL CEILING TO BE SCHEDULED FINISH UNLESS NOTED OTHERWISE.



THIRTEENTH FLOOR PLAN

SHEET NUMBER A-14	THIRTEENTH FLOOR PLAN	DATE: APRIL 8, 2003 DRAWN BY: J.E. G.W. K.K. H.D. G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36682 Telephone: (201) 343-4266 • Fax: (201) 343-6802
			DATE		
			REV.		

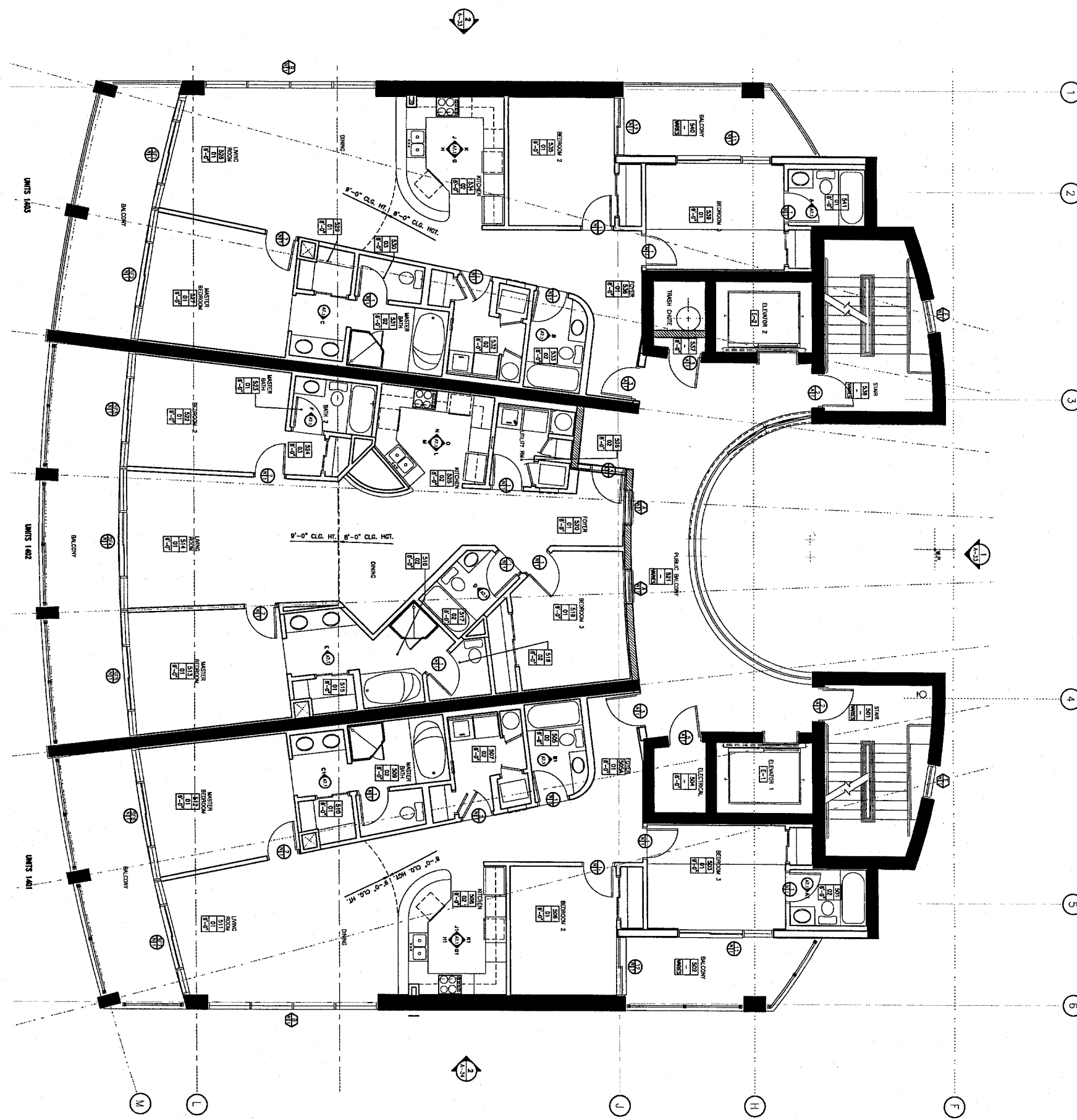
ARCHITECTURAL NOTES

1. METHOD FOR BRICKWORK WALLS AND DOORS:
 - BRICKWORK WALLS SHALL BE TO FACE.
 - DOORS SHALL BE TO FACE.
 - BRICKWORK SHALL BE CONFORM TO THE REQUIREMENTS OF THE SPECIFICATIONS.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM OAK WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED ELECTRICAL, MECHANICAL, AND PLUMBING WITH THE ARCHITECT.
4. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM OAK WALL, UNLESS NOTED OTHERWISE.
5. WOOD "TYPICAL" FINISHES SHALL BE TO FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD "TYPICAL" FINISHES SHALL BE TO FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. REFER TO THE ELECTRICAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND INCHES.
10. FINISHES LISTED "TYPICAL" ARE TO BE USED UNLESS OTHERWISE NOTED.
11. REFER TO THE SPECIFICATIONS FOR THE FINISHES LISTED.
12. DIMENSIONS LISTED ARE FOR REFERENCE PURPOSES ONLY. NO DIMENSIONS ARE ASSIGNED TO ANY UNIT.

LEGEND

- INTERIOR LANDSCAPE PLANTING SEE
- PAINTED PARKING ASSESSMENT FOR AIA GUIDELINES.

- FINISH SCHEDULE**
1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFSHORE BROWN WOOD
 - CEILING - PAINTED OFFSHORE BROWN WOOD
 - ON SCHEDULED OFFSHORE BROWN.
 2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFSHORE BROWN WOOD
 - CEILING - PAINTED OFFSHORE BROWN WOOD
 - ON SCHEDULED OFFSHORE BROWN.
 3. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFSHORE BROWN WOOD
 - CEILING - PAINTED OFFSHORE BROWN WOOD
 - ON SCHEDULED OFFSHORE BROWN.



FOURTEENTH FLOOR PLAN

SHEET TITLE FOURTEENTH FLOOR PLAN	DATE: APRIL 8, 2003	DATE: REV.	REVISION DESCRIPTION
	DESIGNED BY: J.E. G.W. K.K. H.D. G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244		
A-15	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA		
	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 101 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 243-0200 • Fax: (251) 243-0002		

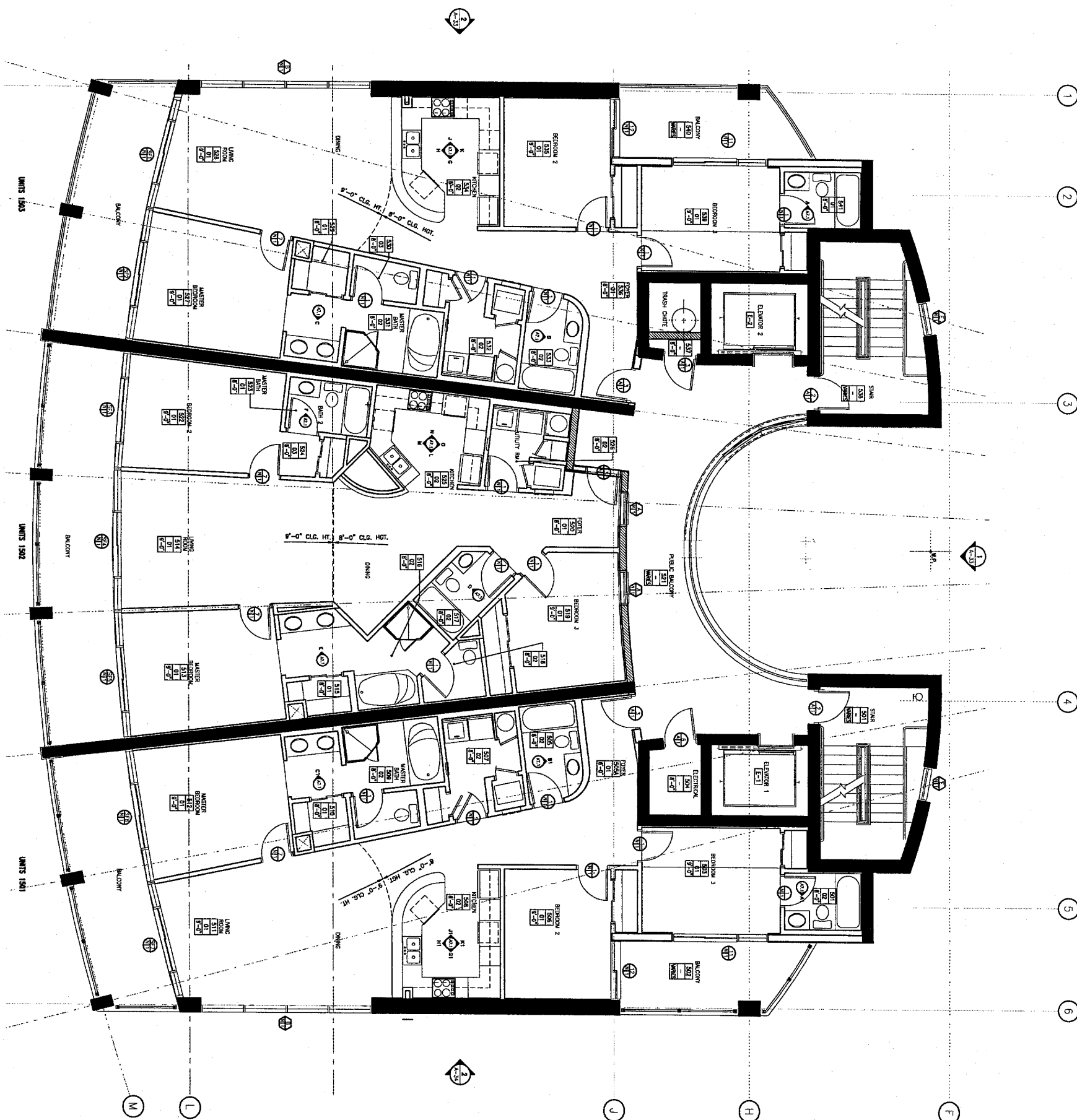
ARCHITECTURAL NOTES

1. INTERIOR FINISHES SHALL BE AS NOTED.
2. EXTERIOR FINISHES SHALL BE AS NOTED.
3. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM CHU WALL, UNLESS NOTED OTHERWISE.
4. GENERAL CONTRACTOR SHALL COMPENSATE THE LOCATION OF RECESSED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVEING, TOILET ACCESSORIES, ETC.
5. PROVIDE SCHEDULED SUBSTRATE BOARD AT ALL BATHROOMS.
6. TOILET ROOMS AND BATHROOMS SHALL BE NOTED OTHERWISE.
7. PROVIDE 1/2" MINIMUMS ALONG FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
8. WOOD TIE" INDICATES FULL RECESSED FIRE ENCLOSED CABINET W/ FIRE EXT.
9. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR FINISH SCHEDULE.
10. REFER TO CONN. SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
11. ALL PARTITIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE PENETRATIONS.
12. FINISH SCHEDULE "TYPICAL" IS BASED ON THE DRAWINGS AND NOT TO BE USED AS A GUIDE FOR FINISHES. FINISHES ARE TO BE SPECIFICALLY DETAILED. SUCH DETAILS ARE TO BE SUBMITTED FOR REVIEW AND APPROVAL BY THE ARCHITECT. FINISHES SHALL BE REVIEWED BY THE ARCHITECT OR FINISHER.
13. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF SMOKE DETECTORS, FIRE EXTINGUISHER LOCATIONS, AND MEANS OF EGRESS.
14. NUMBERED FINISH SPACES ARE FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING AREA STOPPING FOR ADA COMPLIANCE.

- FINISH SCHEDULE**
1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
 2. ALL OTHER ROOMS
 3. ALL OTHERS TO BE SUSPECTED OFFICIAL BOARD UNLESS NOTED OTHERWISE.
- FLOOR - CEILING, TILE**
- WALLS - PAINTED OFFICIAL BOARD
- CEILING - PAINTED OFFICIAL BOARD
- CEILING - FIRE EXTINGUISHER FINISH
- ON SUSPECTED OFFICIAL BOARD



ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36688
Telephone: (251) 343-4300 • Fax: (251) 343-4822

DATE	REV.	REVISION DESCRIPTION
APRIL 6, 2003		
DESIGNED BY:		
DRAWN BY:		
PROJECT ARCHITECT:		
H.M.A. PROJECT NUMBER:		

15TH FLOOR PLAN

A-16

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

ARCHITECTURAL NOTES

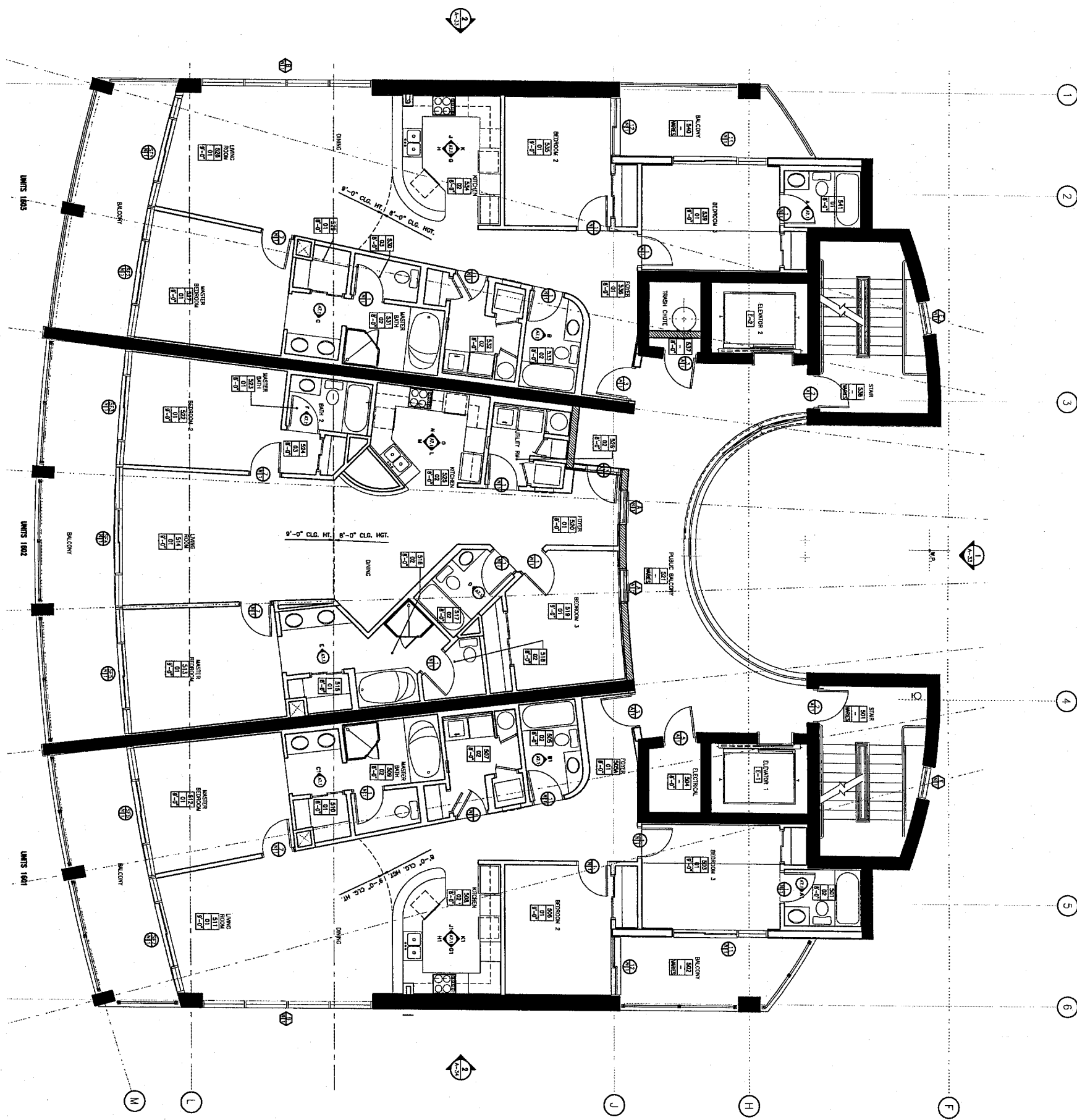
1. METHOD FOR DIMENSIONING WALLS AND OPENINGS:
- EXTERIOR FROM WALL FACE TO CENTER OF OPENING.
- INTERIOR FROM WALL FACE TO CENTER OF OPENING.
- UNLESS NOTED OTHERWISE.
2. ALL INTERIOR ROOMS SHALL BE 4' OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM CUR WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVE, TOILET ACCESSORIES, ETC.
4. FINISHES SPECIFIED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WHERE "WALL" INDICATES ALUM. FINISH FACE OF WALL, UNLESS NOTED OTHERWISE.
6. "WOOD TYP" INDICATES FULLY FINISHED THE EXTERIOR CORNER V/ FIN. EXT.
7. REFER TO ONE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR GENERAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL PENETRATIONS THROUGH THE ASSEMBLY SHALL HAVE APPROPRIATE PROTECTION.
10. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWING APPLY TO ALL OTHERS. UNLESS NOTED OTHERWISE, ALL DETAILS SHALL BE SPECIFICALLY DETAIL BY THE ARCHITECT. ALL DETAILS SHALL BE APPROVED BY THE ARCHITECT. ALL DETAILS SHALL BE RECORDED BY THE ARCHITECT OR ENGINEER.
11. REFER TO THE SHEET, ALL FOR TYPES AND LOCATIONS OF FINISHES.
12. FINISHED FINISHES SHALL BE FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE ASSIGNED TO ANY WALL.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED FINISHING ASLT STRIPING FOR ADA COMPLIANCE

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED OFFSHORE BOARD
CEILING - PAINTED OFFSHORE BOARD
DOOR - PAINTED OFFSHORE BOARD
ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED OFFSHORE BOARD
CEILING - PAINTED OFFSHORE BOARD
ON CONCRETE SLAB
ON OFFSHORE BOARD
ALL CORNERS TO BE SMOOTHED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



16TH FLOOR PLAN
SCALE: 1/8"=1'-0"

SHEET NUMBER A-17	PROJECT TITLE SIXTEENTH FLOOR PLAN	DATE: APRIL 8, 2003	DATE: REV.	REVISION DESCRIPTION
		DESIGNED BY: J.E. G.W. K.K. R.D. G.K. G.Y.		
		PROFESSION: ARCHITECTURE		
		PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 2002044		
ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA Hatch Mott MacDonald Architects Engineers 191 N. MEADOWS BLVD. Mobile, AL 36682 Telephone: (205) 243-4288 • Fax: (205) 243-4802				

ARCHITECTURAL NOTES

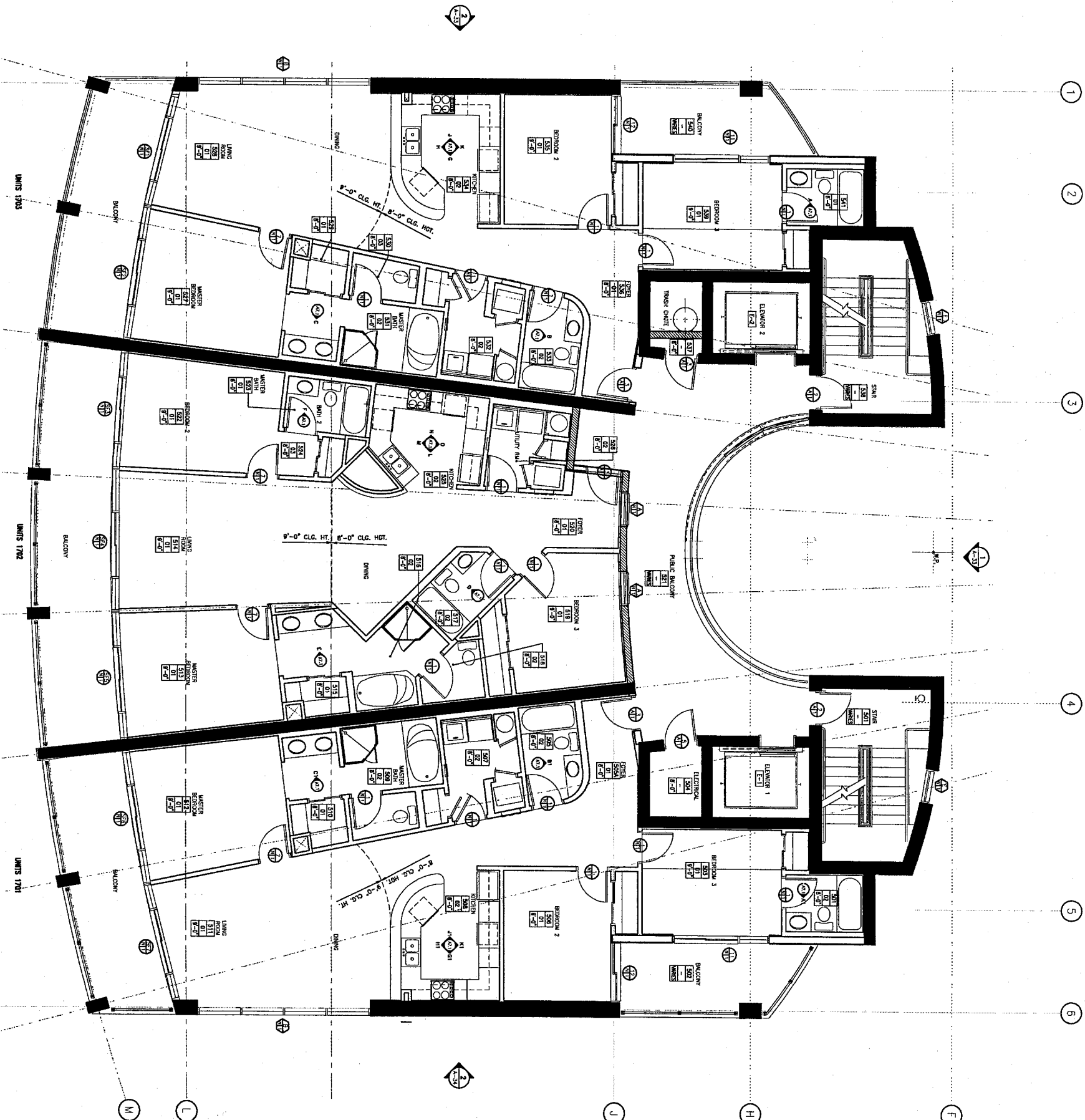
1. REFER TO DRAWING WALLS AND PARTS:
 - FINISH & MASONRY WALLS: FACE TO FACE
 - INTERIOR FINISH: FACE TO FACE
 - EXTERIOR FINISH: FACE TO FACE
 - INTERIOR FINISH: FACE TO FACE
 - EXTERIOR FINISH: FACE TO FACE
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
3. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
4. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
5. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
6. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
7. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
8. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
9. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
10. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
11. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
12. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.

LEGEND

- INDICATES LANDSCAPE PLANNING BED
- PAINTED FINISH AND STRIPING FOR ADA COMPLIANCE.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFICIAL BOARD
 - CEILING - PAINTED OFFICIAL BOARD
 - DOORS - PAINTED OFFICIAL BOARD
 - WINDOWS - PAINTED OFFICIAL BOARD
 - ON EXTERIOR OFFICIAL BOARD
2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFICIAL BOARD
 - CEILING - PAINTED OFFICIAL BOARD
 - DOORS - PAINTED OFFICIAL BOARD
 - WINDOWS - PAINTED OFFICIAL BOARD
 - ON EXTERIOR OFFICIAL BOARD
3. ALL CHANGES TO BE SUPPLEMENTED OFFICIAL BOARD UNLESS NOTED OTHERWISE.



SEVENTEENTH FLOOR PLAN

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36688
Telephone: (205) 343-4000 • Fax: (205) 343-4002

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

DATE	REV.	REVISION DESCRIPTION
APRIL 6, 2003		
DESIGNED BY:		
DRAWN BY:		
CHECKED BY:		
PROJECT ARCHITECT:		
PROJECT ARCHITECT:		
H.M.M.A. PROJECT NUMBER:		

SEVENTEENTH FLOOR PLAN
A-18

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

ARCHITECTURAL NOTES

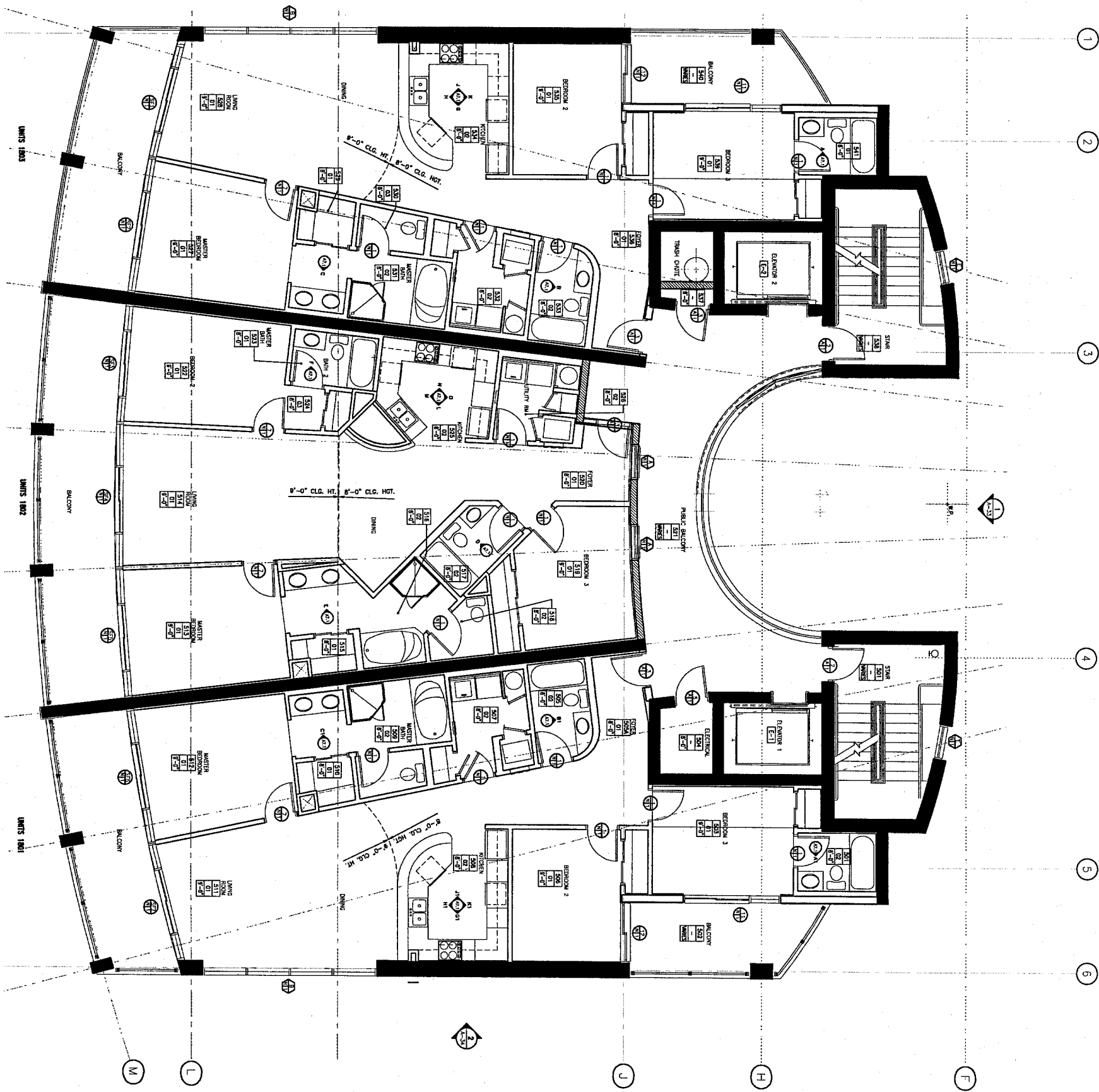
1. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
2. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
3. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
4. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
5. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
6. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
7. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
8. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
9. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
10. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
11. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.
12. REFER TO MECHANICAL AND ELECTRICAL SCHEDULES FOR SCHEDULES AND SCHEDULES.

LEGEND

- 1. INDICATES LANSOPE PLANNING BED
- 2. INDICATES LANSOPE PLANNING BED

FINISH SCHEDULE

1. BEDROOMS & BATHS 2 & 3 CLOSETS
2. ALL OTHER ROOMS
3. ALL OTHER ROOMS



18TH FLOOR PLAN

SHEET NUMBER A-19	PROJECT TITLE ISLAND TOWER CONDOMINIUMS	PROJECT ARCHITECT Hatch Mott MacDonald	DATE APRIL 8, 2003	DESIGNED BY J.E. G.W. K.K.	DRAWN BY R.D. O.K. G.Y.	PROFESSION ARCHITECTURE	PROJECT NUMBER 200344	REVISION DESCRIPTION	
								DATE	REV.
ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA								Hatch Mott MacDonald 161 N. BELLVIEW Mobile, AL 36688 Telephone: (251) 343-0888 • Fax: (251) 343-0802	

ARCHITECTURAL NOTES

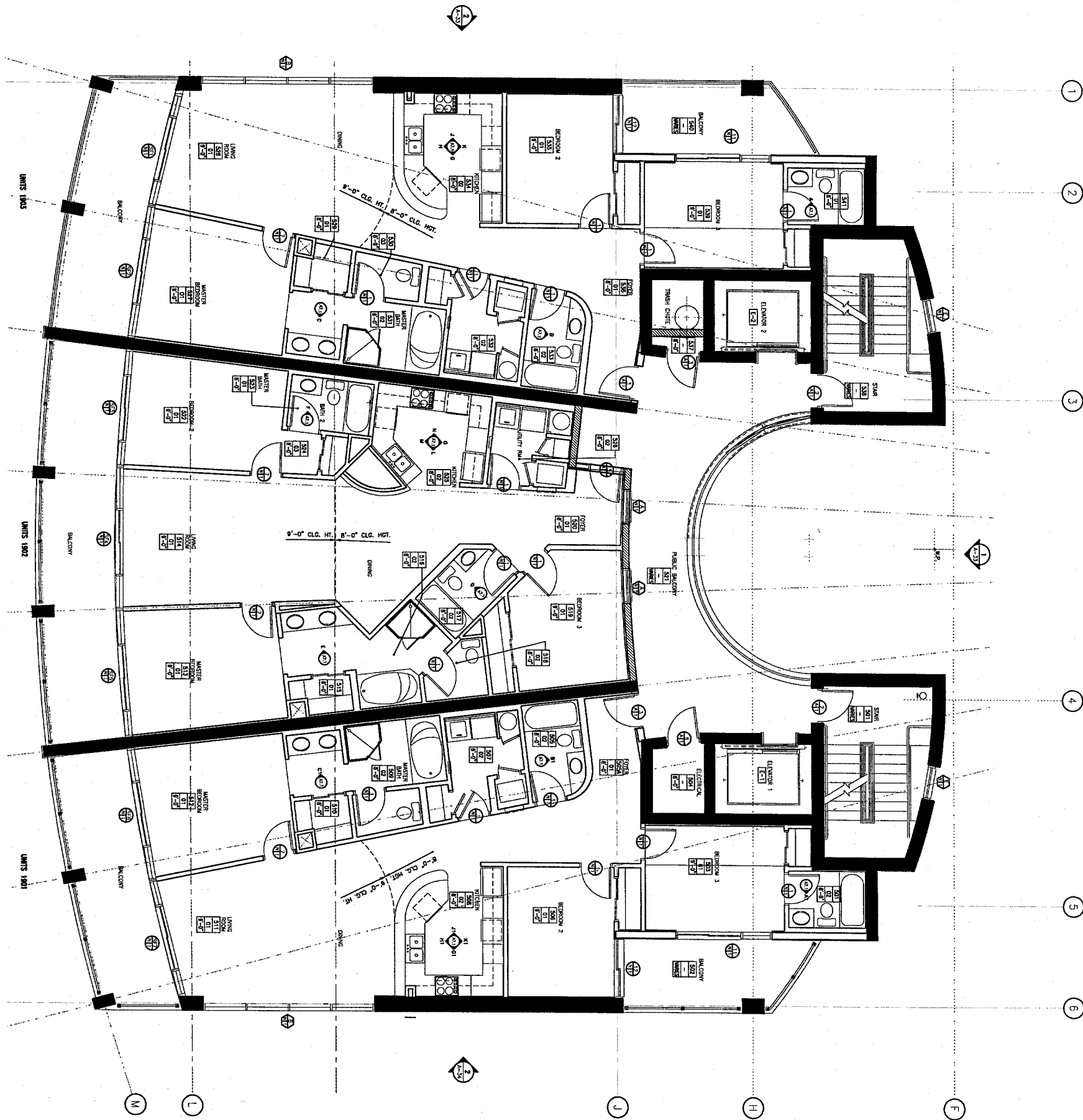
1. METHOD FOR UNDERLAYING WALLS AND OPENINGS:
- EXTERIOR FINISH WALL, FACE OF STUDS AND CENTER OF OPENING.
- EXTERIOR FINISH WALL, FACE OF STUDS AND CENTER OF OPENING.
- EXTERIOR FINISH WALL, FACE OF STUDS AND CENTER OF OPENING.
- EXTERIOR FINISH WALL, FACE OF STUDS AND CENTER OF OPENING.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 3" OFFSET FROM FINISH OF STUD WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVS, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBMITTANT BOARD AT ALL BATHROOMS, TOILET ROOMS AND BATHING ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD VENEER INDICATES ALUMINUM FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD VENEER INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL REPAIRS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROVED FIRESTOPPING.
10. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY.
11. REFER TO LIFE SAFETY SHEET, NO. FOR TYPES AND LOCATIONS OF ALL FIRE EXTINGUISHERS, FIRE EXTINGUISHER LOCATIONS, AND FIRE EXTINGUISHER TYPES.
12. FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
CEILING - PAINTED GYPSUM BOARD
BASE - PAINTED WOOD VENEER
ON SCHEDULED GYPSUM BOARD
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED GYPSUM BOARD
CEILING - PAINTED GYPSUM BOARD
ON SCHEDULED GYPSUM BOARD
ALL CEILING TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.



NINETEENTH FLOOR PLAN
SCALE: 1/4"=1'-0"

Hatch Mott MacDonald
Alabama, LLC
Architects Engineers
101 N. BELLVIEW HWY.
MOBILE, AL 36688
Telephone: (251) 243-0088 • Fax: (251) 243-0022

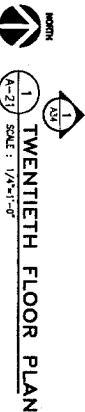
ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

DATE	REV.	REVISION DESCRIPTION
APRIL 8, 2003		
DRAWN BY:	J.E. G.W., K.C.	
PROFESSOR:	H.D., G.K., G.Y.	
PROJECT ARCHITECT:	RICHARD R. HILTON	
H.M.M.A. PROJECT NUMBER:	200344	

SHEET TITLE
NINETEENTH FLOOR PLAN
SHEET NUMBER
A-20

- LEGEND**
- INDICATES LANDSCAPE PLANTING BED
 - PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

- ## FINISH SCHEDULE
1. BEDROOMS & BATHROOMS & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED OFFICIAL BOND
CEILING - PAINTED OFFICIAL BOND
BATHS - TILE DEFINED STAIN FRESH
OR SUSPENDED OFFICIAL BOND.
 2. ALL OTHER ROOMS
FLOOR - STRONG TILE
WALLS - PAINTED OFFICIAL BOND
CEILING - PAINTED OFFICIAL BOND
CLOSETS - PAINTED WOOD VENEER WOULD
OR SUSPENDED OFFICIAL BOND
OR OFFICIAL BOND
ALL CLOSETS TO BE SUSPENDED OFFICIAL BOND JAMES
MORT OBTAINING.

[illegible]

**Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4386 • Fax: (251) 343-4802

SHEET TITLE:
TWENTIETH
FLOOR PLAN

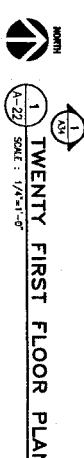
A-21

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

- [illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BATHROOMS 2 & 3 CLIENTS
FLOOR - CARPET
WALLS - WHITE PAPER
BASE 1" PAINTED WOOD V-JOINT
CEILING - THE TEXTURED SPAN FISH
ON SUSPENDED ORYSAL BOARD.
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - WHITE PAPER
BASE 1" PAINTED WOOD V-JOINT
CEILING - THE TEXTURED SPAN FISH ON CONCRETE SLAB
ON ORYSAL BOARD
3. ALL CEILINGS TO BE SUSPENDED ORYSAL BOARD UNLESS
NOTED OTHERWISE.



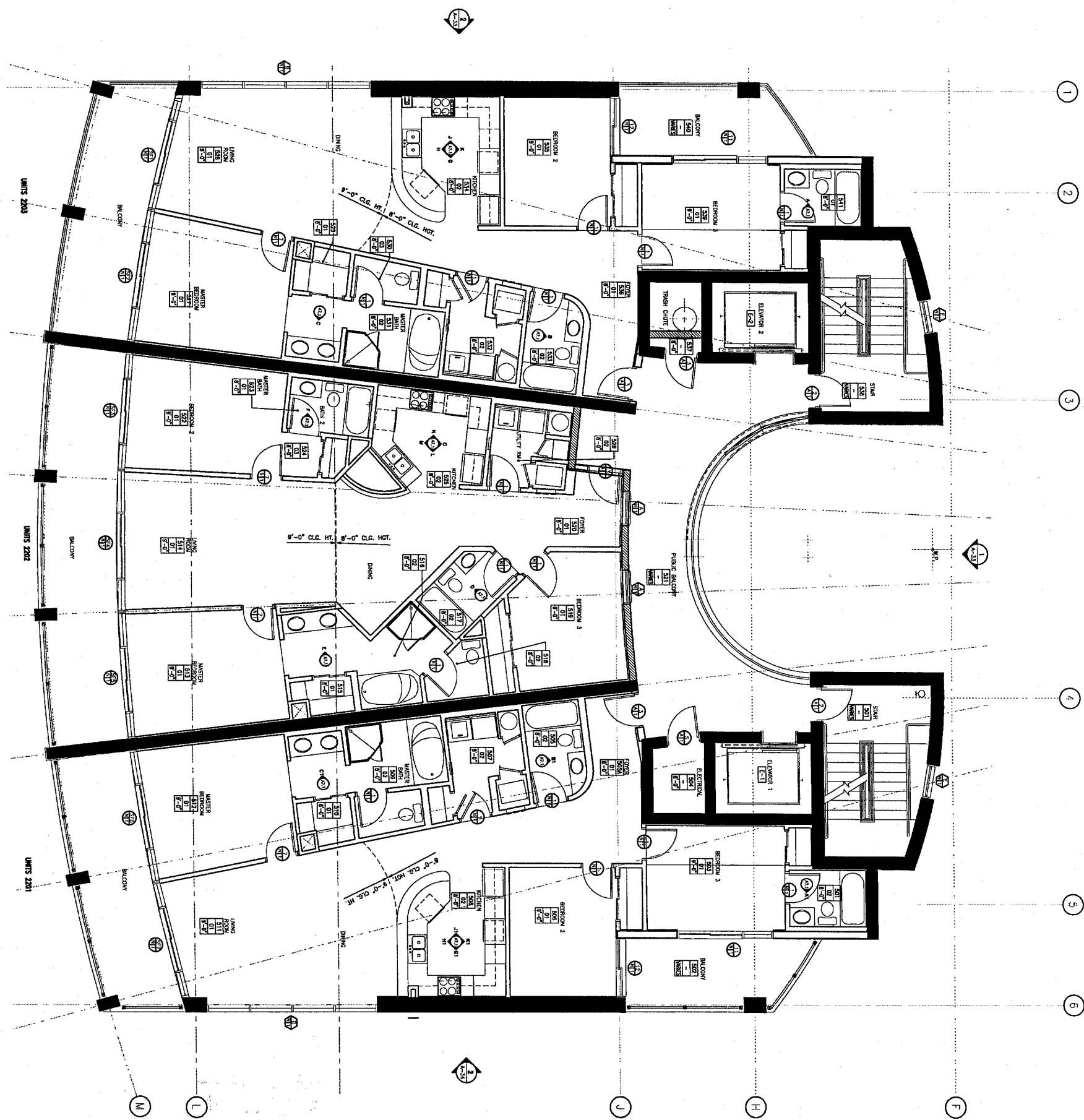
SHEET NUMBER A-22	SHEET TITLE TWENTY FLOOR PLAN	DATE: APRIL 8, 2008 DESIGNED BY:	DATE:	REV:	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 161 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 543-4288 • Fax: (251) 543-4292
		DRAWN BY: J.E. G.W. K.K. H.D. G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. NELSON H.M.M.A. PROJECT NUMBER: 2002444					

[illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - OCEAN BOARD
BASE - 1 1/2" PAINTED WOOD W/SPRUE
CEILING - THE TENUED SPRAY FINISH
ON SUSPENDED OCEAN BOARD
2. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - OCEAN BOARD
BASE - 1 1/2" PAINTED WOOD W/SPRUE
CEILING - THE TENUED SPRAY FINISH ON CONCRETE SL.
OR OCEAN BOARD

ALL CHAIRS TO BE SUSPENDED OCEAN BOARD UNLESS
NOTED OTHERWISE.



1
A-23 SCALE: 1/8" = 1'-0"

DATE:	APRIL 8, 2003		DATE	REV.	REVISION DESCRIPTION
DESIGNED BY:					
DRAWN BY:	J.E., G.W., K.K. M.D., S.K., G.V.				
PROFESSION	ARCHITECTURE				
PROJECT ARCHITECT:	RICHARD R. HELTON				
H.M.A.A. PROJECT NUMBER:	200244				

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

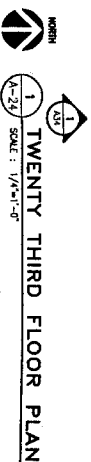
 **Hatch Mott MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4308 • Fax: (251) 343-0002

[illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE - 1x6 PAINTED WOOD 1/2"X6" MOLD
CEILING - FINE TEXTURED SPRAY FINISH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CONCRETE TILE
WALLS - PAINTED GYPSUM BOARD
BASE - 1x6 PAINTED WOOD 1/2"X6" MOLD
CEILING - FINE TEXTURED SPRAY FINISH ON CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

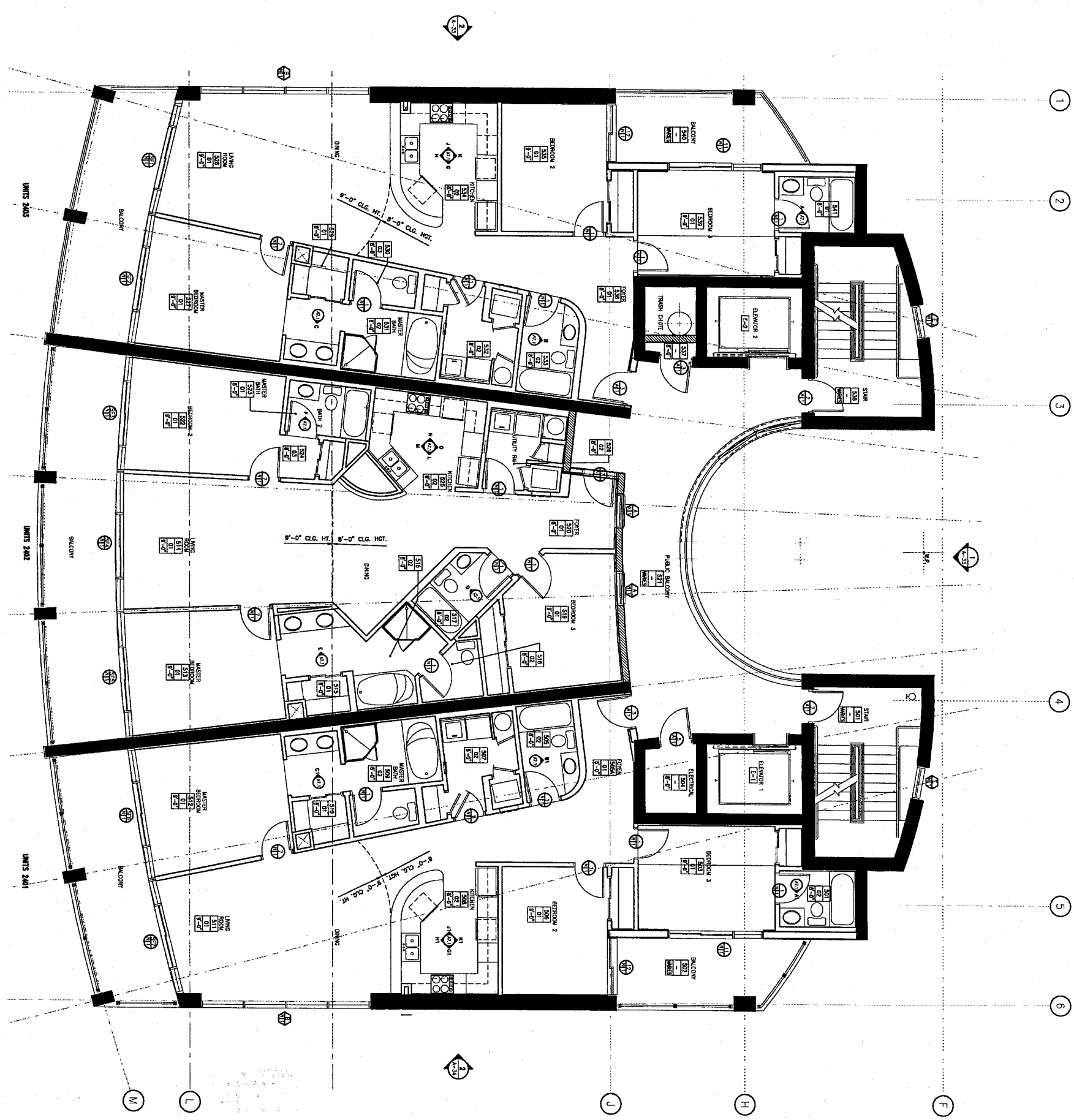
ARCHITECTURAL NOTES

1. REFER TO ARCHITECTURAL WALL AND CEILING NOTES FOR FINISHES AND MATERIALS.
2. EXTERIOR FRAME WALL TYPE IS TO BE AS SHOWN ON SECTION 101.
3. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM CHU WALL, UNLESS NOTED OTHERWISE.
4. EXTERIOR CONSTRUCTION SHALL COORDINATE THE LOCATION OF ROOMED ROOMS IN WALLS TO REPAIR, CORRECT, SELLING, TIGHT ACCESSORIES, ETC.
5. ROOMS SHOWN WITH SHADING SHALL BE FINISHED WITH THE FOLLOWING: 1. INTERIOR WALLS: INTERIOR FINISH, UNLESS NOTED OTHERWISE. 2. INTERIOR WALLS: INTERIOR FINISH, UNLESS NOTED OTHERWISE.
6. ROOMS NOT SHOWN WITH SHADING SHALL BE FINISHED WITH THE FOLLOWING: 1. INTERIOR WALLS: INTERIOR FINISH, UNLESS NOTED OTHERWISE. 2. INTERIOR WALLS: INTERIOR FINISH, UNLESS NOTED OTHERWISE.
7. REFER TO ARCHITECTURAL WALL, CEILING, AND ELECTRICAL FINISHES FOR FINISHES AND MATERIALS.
8. REFER TO ARCHITECTURAL WALL, CEILING, AND ELECTRICAL FINISHES FOR FINISHES AND MATERIALS.
9. ALL FINISHES SHALL BE AS SHOWN ON SECTION 101.
10. REFER TO ARCHITECTURAL WALL, CEILING, AND ELECTRICAL FINISHES FOR FINISHES AND MATERIALS.
11. REFER TO ARCHITECTURAL WALL, CEILING, AND ELECTRICAL FINISHES FOR FINISHES AND MATERIALS.
12. NUMBERED ROOMS SHALL BE FOR INTERIOR PURPOSES ONLY. NO SPACES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANNING BED
- PAINTED FINISHES ARE SHOWN FOR ALL CASES.

- FINISH SCHEDULE**
1. BEDROOMS & BATHS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GROSS BOARD
CEILING - PAINTED GROSS BOARD
ON SUSPENDED GROSS BOARD
 2. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - PAINTED GROSS BOARD
CEILING - PAINTED GROSS BOARD
ON SUSPENDED GROSS BOARD
 3. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - PAINTED GROSS BOARD
CEILING - PAINTED GROSS BOARD
ON SUSPENDED GROSS BOARD



1 TWENTY FOURTH FLOOR PLAN
A-25
SCALE: 1/8"=1'-0"

SHEET NUMBER A-25	PROJECT TITLE TWENTY FOURTH FLOOR PLAN	DATE: APRIL 8, 2003		REVISION DESCRIPTION		ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 101 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 943-4300 • Fax: (251) 943-4002
		DESIGNED BY: J.E. G.W. K.K. R.D. G.J.C. G.Y.	PROFESSION: ARCHITECTURE	PROJECT ARCHITECT: RICHARD R. HILTON	H.A.M.A. PROJECT NUMBER: 200344		

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

ARCHITECTURAL NOTES

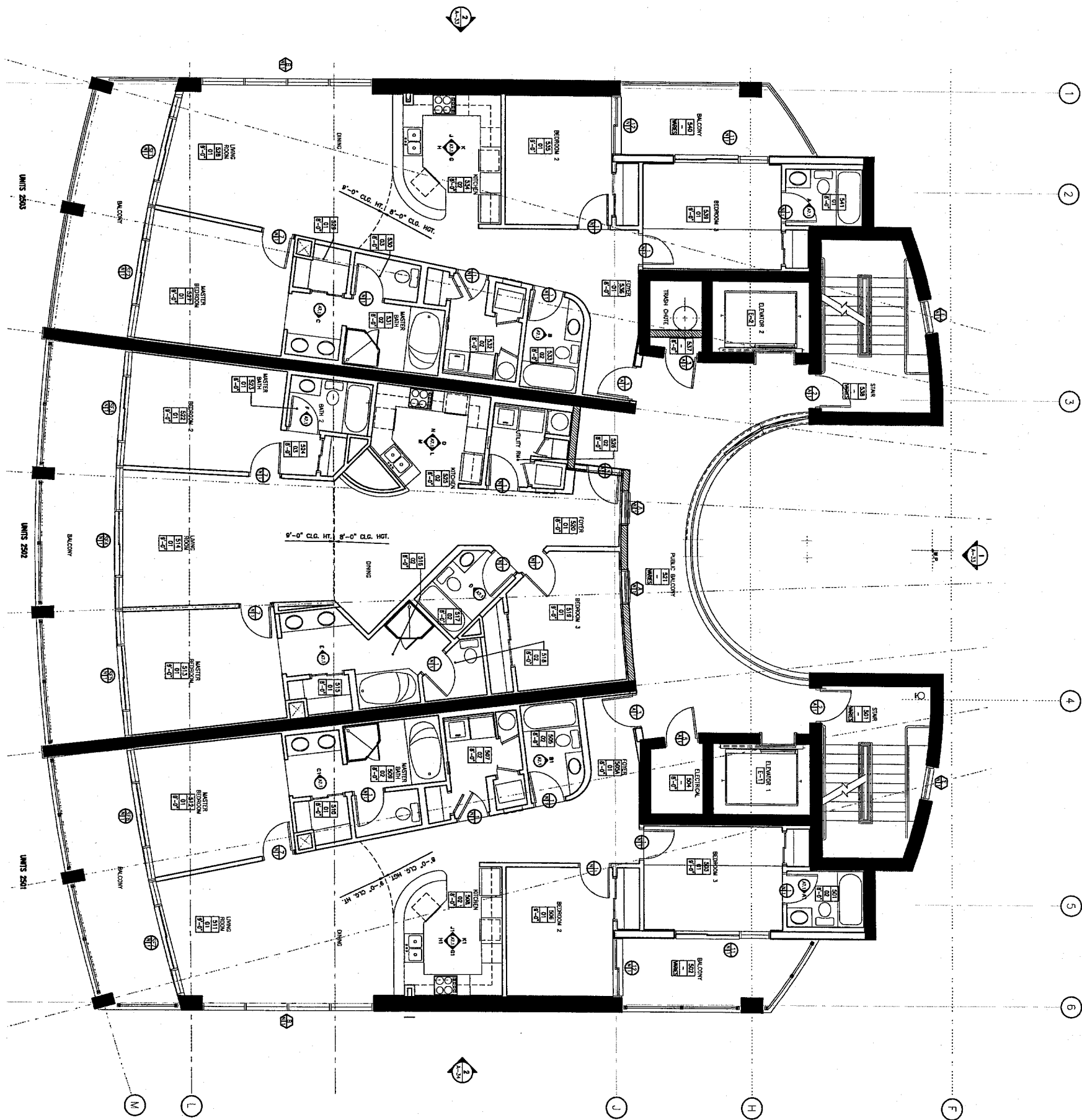
1. METHOD FOR DESIGNING WALLS AND OPENINGS:
- EXTERIOR FROM WALL FACE OF STUDY AND CENTER OF OPENING.
- INTERIOR FROM CENTERLINE OF STUDY.
- UNLESS OTHERWISE NOTED.
2. ALL INTERIOR ROOMS SHALL BE 4' CLEARED FROM PERIMETER OF STUDY WALL AND 2' CLEARED FROM CORNER WALLS, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL CORRELATE THE LOCATION OF REQUIRED BLOOMS IN WALLS TO RECESS CABINETS, SHELVEING, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBMITTAL ROOMS AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD "TYPIC" INDICATES FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD "TYPIC" INDICATES FINISH RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
7. REFER TO CML, STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL REVISIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
10. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS ARE SPECIFICALLY NOTED. SEE REVISIONS FOR DETAILS OF REVISIONS. THEY ARE NOTED IN EACH LOCATION. QUESTIONS REGARDING REVISIONS SHOULD BE DIRECTED TO THE ARCHITECT. DETAILS SHALL BE REVISIONED BY THE ARCHITECT ON EXISTENCE.
11. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND LOCATIONS OF EXITS.
12. NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE ASSIGNED TO ANY UNIT.

LEGEND

- MOONIES LANDSCAPE PLANTING BED
- PAINTED PARKING ASSET STRIPING PER ADA GUIDELINES.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 1 & 2 CLOSETS
WALLS - PAINTED
BASE - PAINTED WOOD V/SINK WOULD
ON SUPPORTED OFFSHORE BOARD.
ALL OTHER ROOMS
FLOOR - GRANITE TILE
WALLS - PAINTED OFFSHORE BOARD
BASE - PAINTED WOOD V/SINK WOULD
ON SUPPORTED OFFSHORE BOARD
ALL CEILING TO BE SUPPORTED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



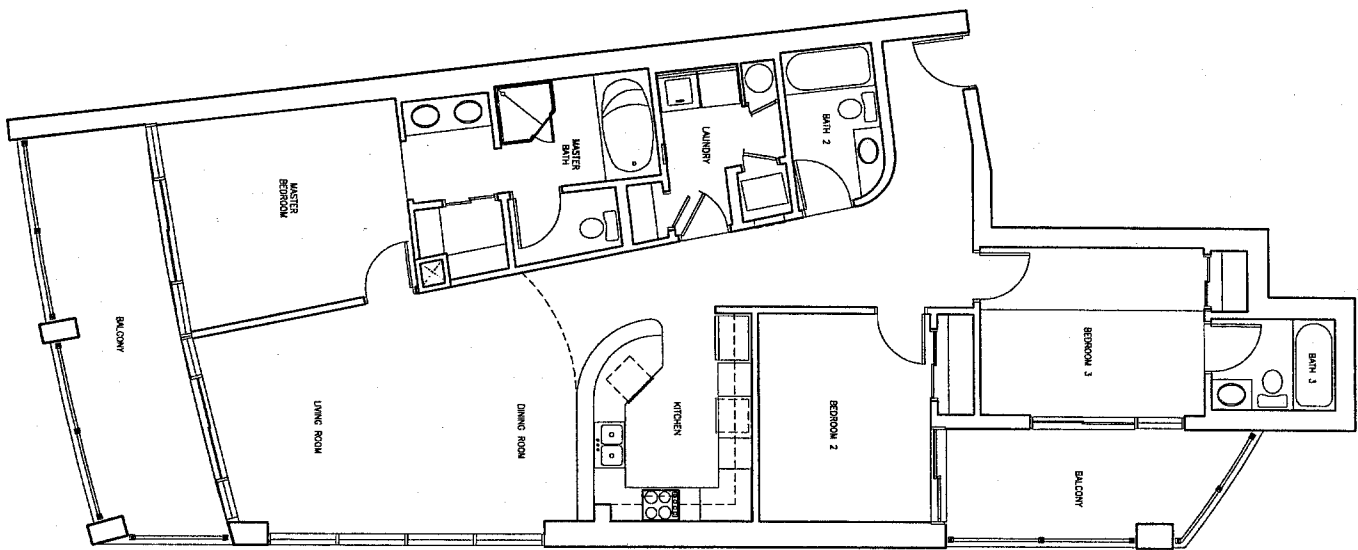
Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
181 N. HELIX DRIVE
MOBILE, AL 36684
Telephone: (251) 343-4388 • Fax: (251) 343-4802

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

DATE	REV.	REVISION DESCRIPTION
APRIL 8, 2003		
DRAWN BY: J.E. G.W. K.J.		
HD, G.J.C. G.Y.		
PROFESSOR ARCHITECTURE		
PROJECT ARCHITECT: RICHARD R. HILTON		
H.M.A. PROJECT NUMBER: 200244		

TWENTY
FIFTH
FLOOR PLAN

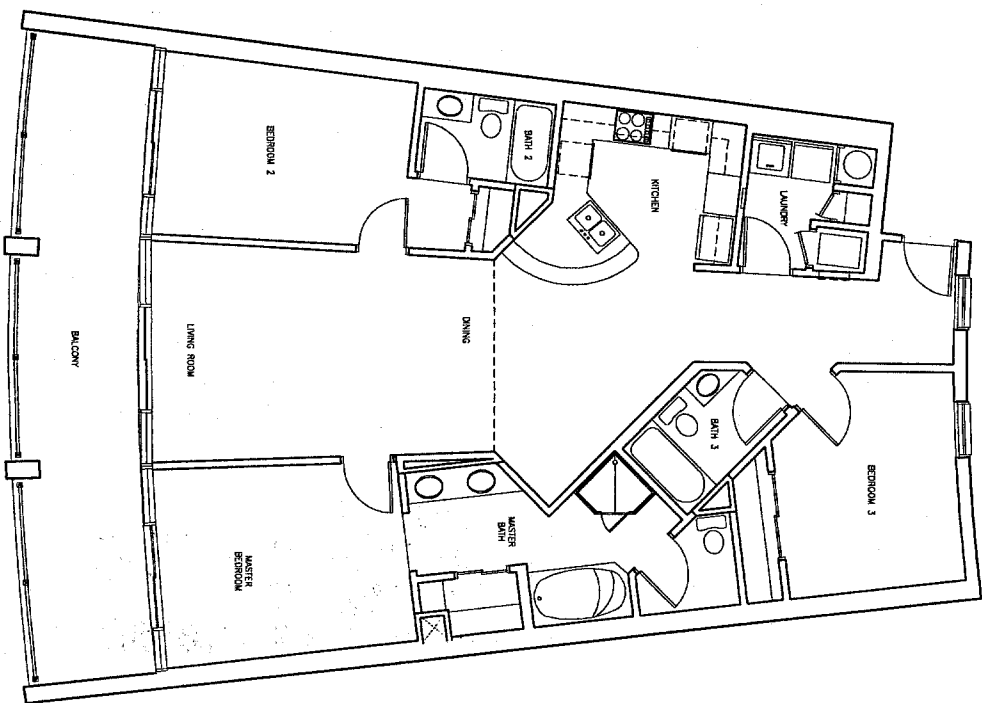
A-26



TYPICAL UNIT 01 FLOOR PLAN
 SCALE: 1/8"=1'-0"
 NORTH

SHEET NUMBER A-27	UNIT 01 FLOOR PLAN	SHEET TITLE	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 191 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 343-4388 • Fax: (251) 343-6822
			DESIGNED BY:					
			DRAWN BY: J.E., G.W., K.K. H.D., G.K., G.Y.					
			PROFESSION:					
			ARCHITECTURE					
			PROJECT ARCHITECT:					
			RICHARD R. HELTON					
			H.M.M.A. PROJECT NUMBER:					
			200244					

This drawing is the property of Hatch Mott MacDonald Alabama, L.L.C., and may not be reproduced without written permission.

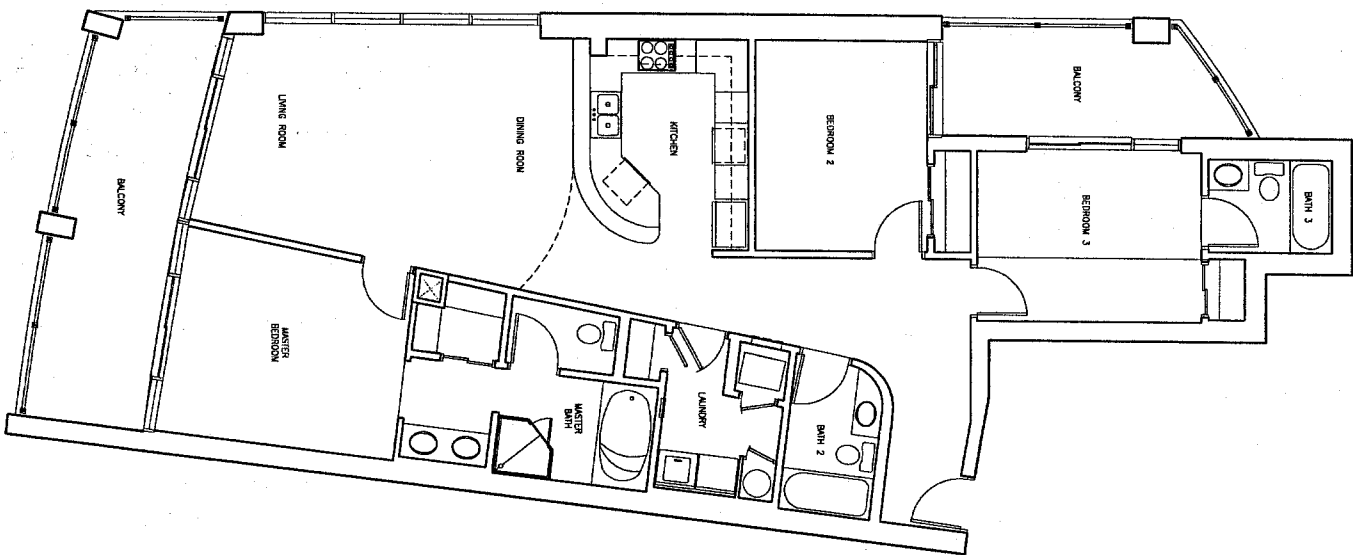


1 TYPICAL UNIT 02 FLOOR PLAN
SCALE: 1/8" = 1'-0"

SHEET NUMBER A-28	SHEET TITLE UNIT 02 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 401 N. BELLVIEW HWY. MOBILE, AL 36688 Telephone: (201) 543-0989 • Fax: (201) 543-0002
		DESIGNED BY:					
		DRAWN BY: J.E., G.W., K.K. H.D., G.K., G.Y.					
		PROFESSION: ARCHITECTURE					
		PROJECT ARCHITECT: RICHARD R. HILTON					
		H.M.M.A. PROJECT NUMBER: 200244					

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and shall not be reproduced without the written consent of Hatch Mott MacDonald Alabama, LLC.

This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.





 1 TYPICAL UNIT 03 FLOOR PLAN

 A-29 SCALE: 1/4" = 1'-0"

SHEET NUMBER: A-29	SHEET TITLE: UNIT 03 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC. Architects Engineers 161 N. BELTLINE HWY. Mobile, AL 36608 Telephone: (251) 943-0288 • Fax: (251) 943-9802
		DESIGNED BY:					
		DRAWN BY: J.E. G.W. K.K. H.D. G.K. G.V.					
		PROFESSION: ARCHITECTURE					
		PROJECT ARCHITECT: RICHARD R. PELTON					
		H.M.M.A. PROJECT NUMBER: 2002044					

This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.

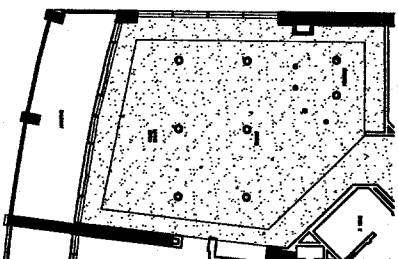
NOTE: CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES IN DIMENSION BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS.

ARCHITECTURAL NOTES

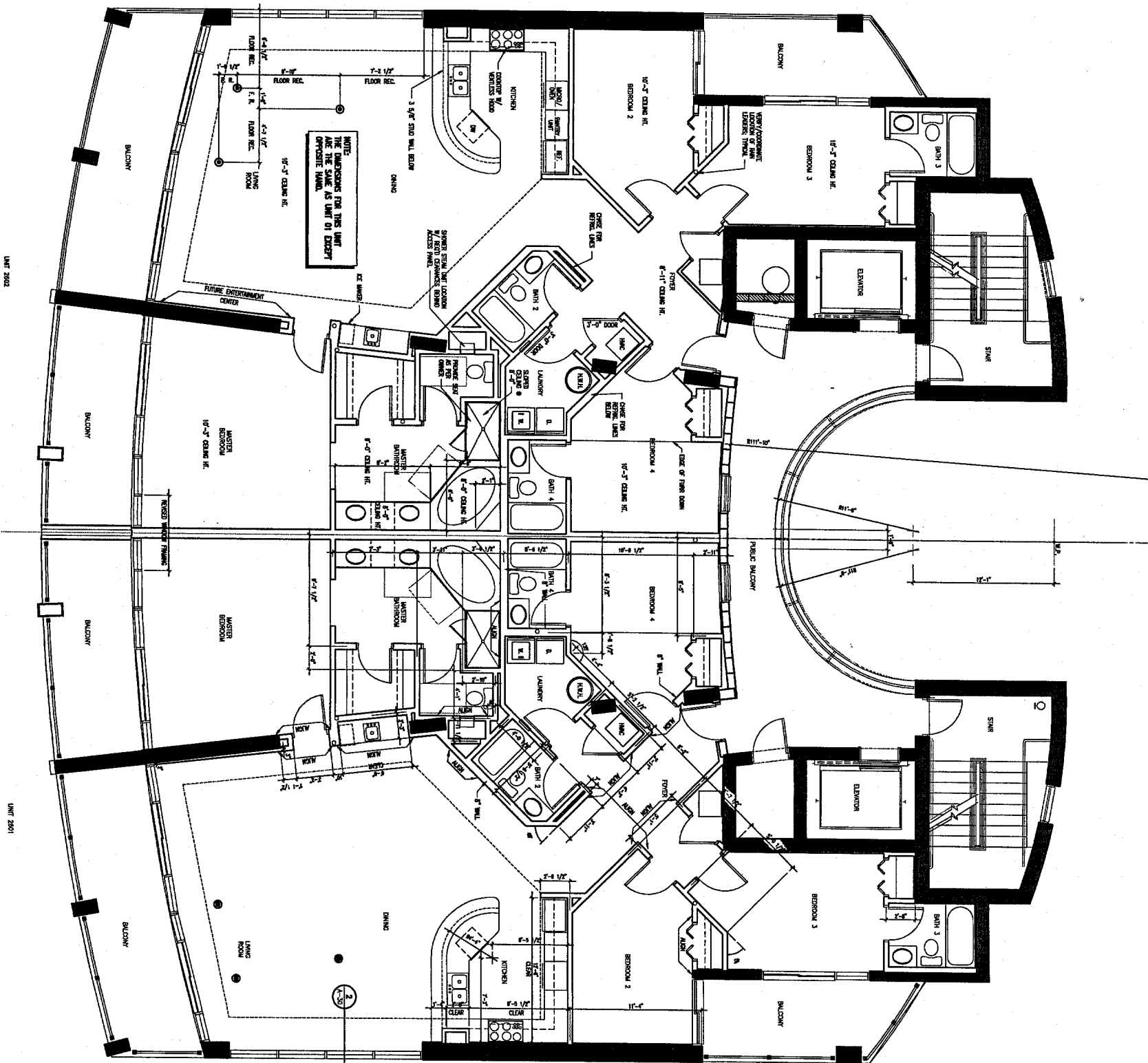
1. DESIGN FOR PROTECTIVE WALLS AND OTHERS:
 - EXTENSION FROM THE WALL FACE OF STUDIOS AND CENTERS OF OTHERS.
 - EXTENSION FROM THE WALL FACE OF STUDIOS AND CENTERS OF OTHERS, UNLESS NOTED OTHERWISE.
 - CONTINUOUS OF OTHERS.
2. ALL INTERIOR DOORS SHALL BE "PUSHED FROM FRONT OF STUD WALL, AND BE OPENED FROM OUT WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONSTRUCTION SHALL COMPLY WITH THE LOCATION OF RECORDED BLOCKING IN WALLS TO RESERVE CHANNELS, TRUCKS, TRUCK ACCESSORIES, ETC.
4. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
5. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
6. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
7. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
8. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
9. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
10. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
11. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.
12. WALLS SHALL BE DESIGNED TO BEAT ALL INTERFERENCES.

LEGEND

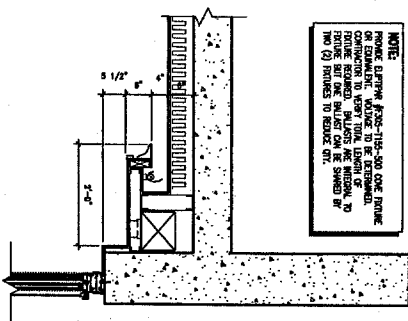
- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES



PARTIAL REF. CLNG. PLAN



2 DETAIL



NOTE:
PROVIDE ELAPSE TIME \$305-7155-500 CONE FRUITING OR EQUIVALENT, VOLUME TO BE DETERMINED, CONTRACTOR TO VERIFY TOTAL LENGTH OF FRUITING REQUIRED. BULBASTS ARE INTERNAL, TO FRUITING BUT ONE BULBAST CAN BE SAVED BY TWO (2) FRUITINGS TO REDUCE QTY.

- ALL MAIN LEADERS @ 25TH FLOOR TO BE CIST ROOM
- ALL DOORS TO BE 8'-0" IN HEIGHT
- PROVIDE 7'-0" CEILING AT ALL 25TH FLOOR UTILITY ROOMS TO ACCOMMODATE TRANSFORMERS OF REFRIGERANT SYSTEMS
- PROVIDE TOILET ACCESSORIES & APPROPRIATE BLOODING AS PER AS-1 DATED JAN. 2, 2004

DATE:	APRIL 8, 2003	DATE:	REV.	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E. G.W. K.K. H.D., G.W. G.Y.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. NELTON			
H.A.M.A. PROJECT NUMBER:	226364			

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

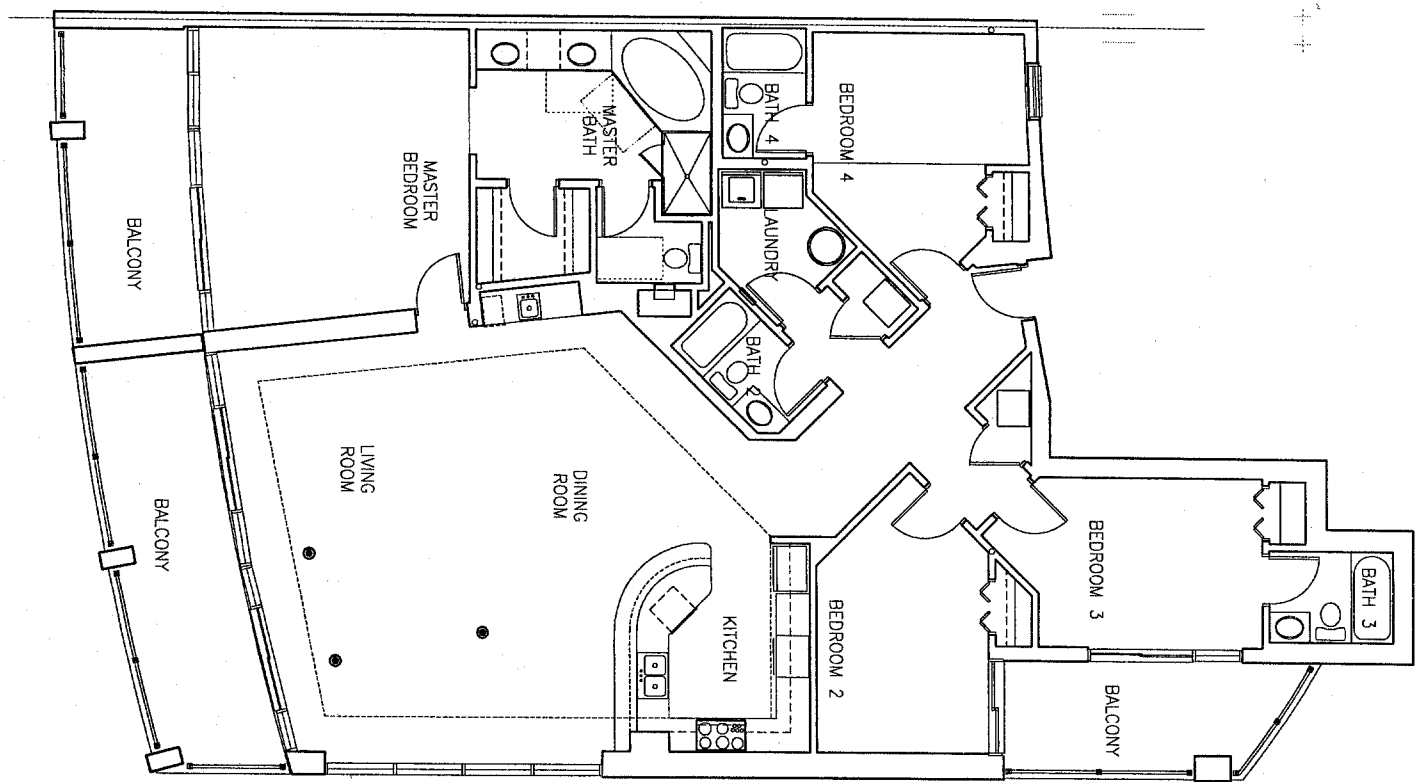


**Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4388 • Fax: (251) 343-6002

SHEET TITLE:
**OVERALL
PENTHOUSE
FLOOR PLAN**

A-30

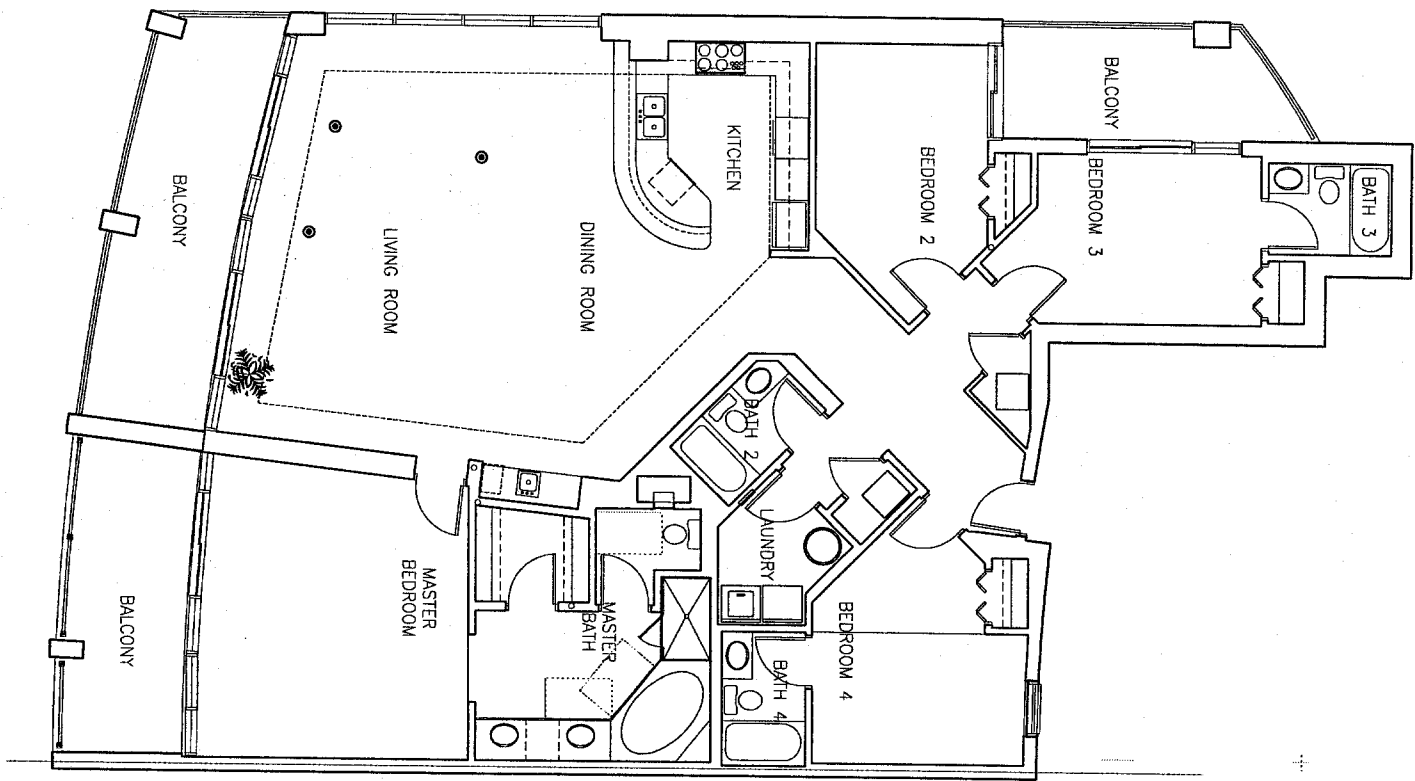


1
A-31

PENTHOUSE UNIT 01 FLOOR PLAN
SCALE: 1/8"=1'-0"

SHEET NUMBER: A-31	SHEET TITLE: PENTHOUSE UNIT 01 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION
		DESIGNED BY:			
		DRAWN BY: J.E. G.W., K.K. H.D., G.K., G.Y.			
		PROFESSION: ARCHITECTURE			
		PROJECT ARCHITECT: RICHARD R. MELTON			
		H.M.M.A. PROJECT NUMBER: 2002044			
ISLAND TOWER CONDOMINIUMS					
GULF SHORES, ALABAMA					
 Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36605 Telephone: (251) 343-4388 • Fax: (251) 343-8802					

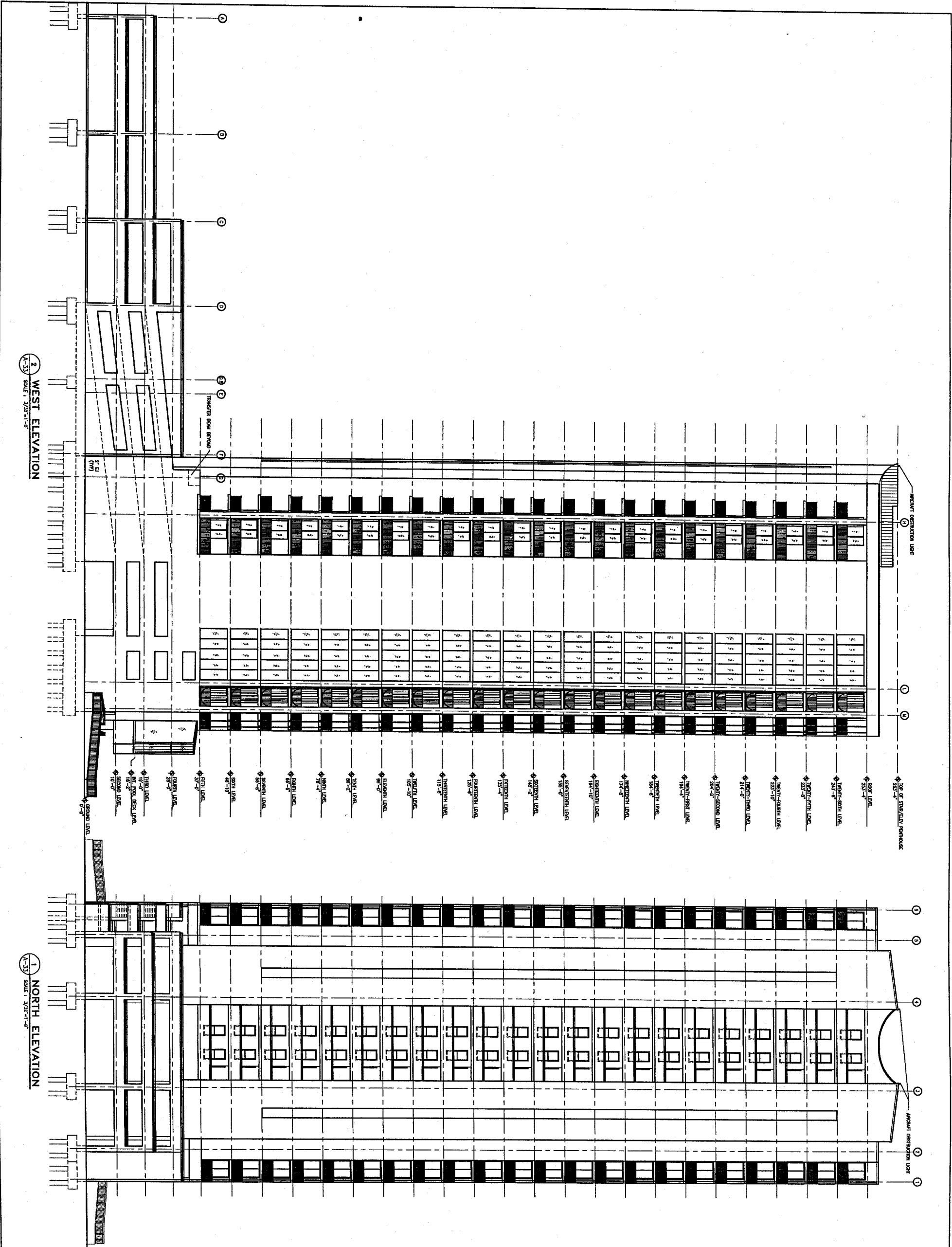
This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.





 1 PENTHOUSE UNIT 02 FLOOR PLAN

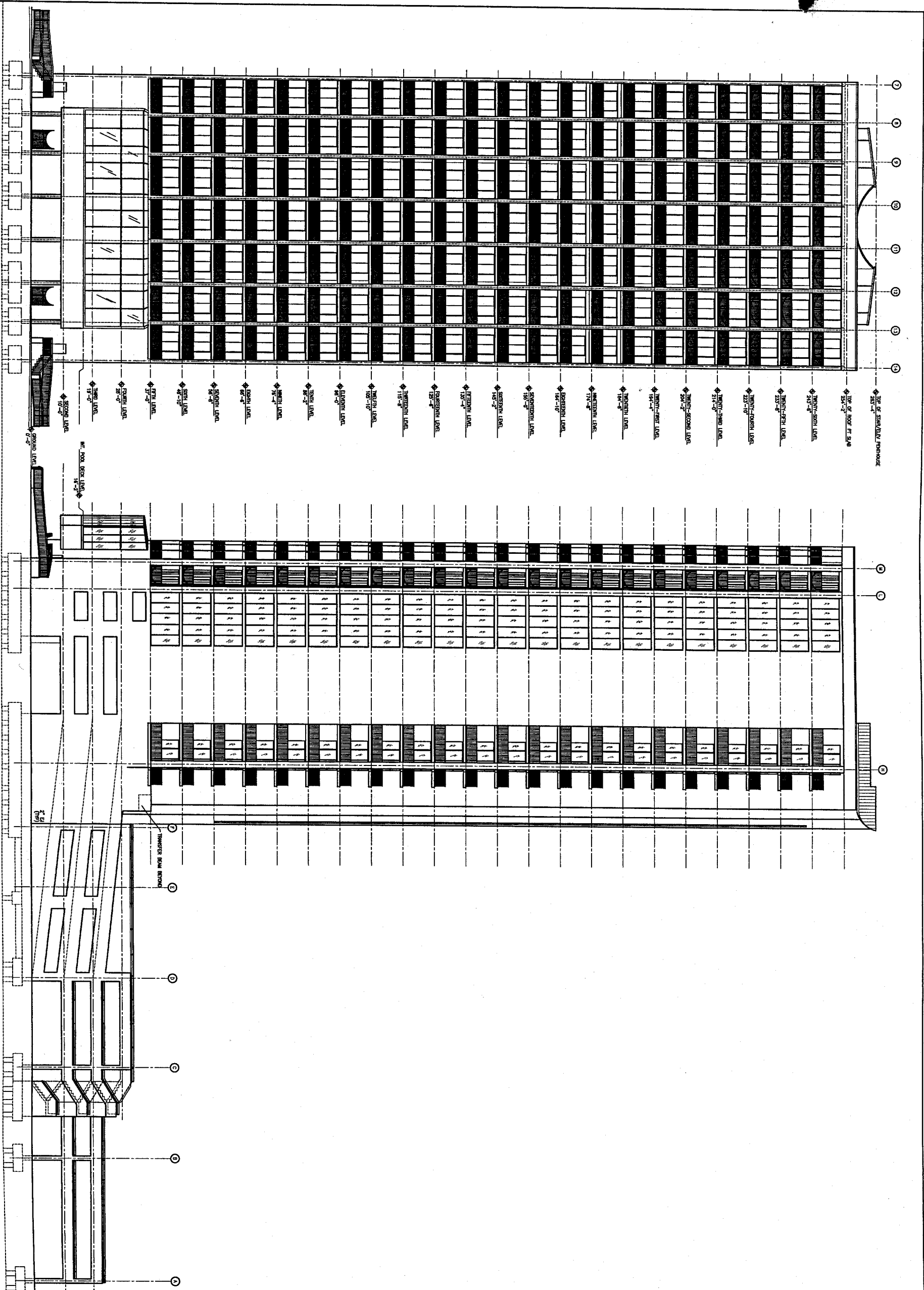
A-32	SHEET NUMBER: PENTHOUSE UNIT 02 FLOOR PLAN	SHEET TITLE:	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Alabama, LLC	Architects Engineers 101 N. BELTLINE HWY. MOBILE, AL 36682 Telephone: (251) 343-4000 • Fax: (251) 343-4002
			DESIGNED BY:						
			DRAWN BY: J.E., G.W., K.K. H.D., G.K., G.Y.						
			PROFESSION: ARCHITECTURE						
			PROJECT ARCHITECT: RICHARD R. HILTON						
			H.M.M.A. PROJECT NUMBER: 200244						
This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.									



DATE: APRIL 8, 2003 DESIGNED BY: DRAWN BY: J.E. G.W. K.K. PROFESSION: H.D., G.K., G.Y. ARCHITECTURE PROJECT ARCHITECT: RICHARD R. NELTON H.M.A. PROJECT NUMBER: 200244	DATE REV.	REVISION DESCRIPTION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
--	--------------	----------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

2 EAST ELEVATION
A-34 SCALE: 3/32"=1'-0"



SHEET TITLE: BUILDING ELEVATIONS EAST & SOUTH	SHEET NUMBER: A-34
	(Empty space for notes or details)

DATE:	APRIL 8, 2009	DATE:	REV:	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E. G.W., K.K. H.D., G.K., G.V.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. HILTON			
H.M.A.A. PROJECT NUMBER:	200244			

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

 **Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTUNE HWY.
Mobile, AL 36608
Telephone: (251) 343-4398 • Fax: (251) 343-8932

DECLARATION OF CONDOMINIUM

OF

ISLAND TOWER, A CONDOMINIUM

INDEX

- I. DEFINITIONS
- II. SUBMISSION OF PROPERTY TO ACT
- III. NAME AND ADDRESS
- IV. DESCRIPTION OF PROPERTY - DEVELOPMENT PLAN
 - 4.01. Land
 - 4.02. General Description of Improvements
 - 4.03. Plans
 - 4.04. Buildings
 - 4.05. Units
 - 4.06. Type of Units
 - 4.07. Common Elements
 - 4.08. Limited Common Elements
 - 4.09. Changes
- V. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS
 - 5.01. Ownership
 - 5.02. Use
 - 5.03. Share of Expenses
 - 5.04. Lien for Expenses
 - 5.05. Priority of Lien
 - 5.06. Disposition of Surplus
- VI. THE ASSOCIATION
 - 6.01. Name
 - 6.02. Powers and Duties
 - 6.03. Membership
 - 6.04. Voting Rights
 - 6.05. Bylaws
 - 6.06. Restraint Upon Assignment of Shares in Assets
 - 6.07. Board of Directors
 - 6.08. Indemnification
 - 6.09. Limitation of Liability
 - 6.10. Control
 - 6.11. Contracts
 - 6.12. Availability of Records
 - 6.13. Reserves for Replacements
 - 6.14. Working Capital

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2004 November -16 8:28AM

Instrument Number 852526 Pages 113
Recording 339.00 Mortgage
Deed Min Tax
Index 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

852526

VII. OCCUPANCY, USE AND LEASING RESTRICTIONS

- 7.01. Use of Units
- 7.02. Use of Common Elements
- 7.03. Use of Limited Common Elements
- 7.04. Nuisances
- 7.05. Lawful Use
- 7.06. Leases
- 7.07. Completion of Improvements
- 7.08. Right of First Refusal
- 7.09. Restrictions on Mortgaging Units
- 7.10. Miscellaneous Restrictions
- 7.11. Rights of Developer

VIII. EASEMENTS

IX. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

- 9.01. Maintenance by the Association
- 9.02. Maintenance by Unit Owners
- 9.03. Unit Owner's Covenants
- 9.04. Facade
- 9.05. Repairs
- 9.06. Addition, Alteration and Improvement of the Common Elements

X. INSURANCE

- 10.01. Obligation to Purchase
- 10.02. Specified Insurance
- 10.03. Location of Policies
- 10.04. Notice of Change in Insurance Company
- 10.05. Qualification of Insurance Company
- 10.06. Provisions
- 10.07. Named Insured
- 10.08. Property Damage Insurance
- 10.09. Public Liability Insurance
- 10.10. Flood Insurance
- 10.11. Personnel Coverages
- 10.12. Fidelity Bonds
- 10.13. Other Coverage
- 10.14. Unit Owner's Individual Responsibilities
- 10.15. Premiums
- 10.16. Association as Agent
- 10.17. Shares of Proceeds
- 10.18. Distribution of Proceeds
- 10.19. Individual Insurance

XI. RECONSTRUCTION AND REPAIR/DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS

- 11.01. Responsibility
- 11.02. Determination to Reconstruct or Repair
- 11.03. Plans and Specifications

- 11.04. Estimate of Cost
 - 11.05. Assessments for Reconstruction and Repair
 - 11.06. Construction Funds
 - 11.07. Developer's Right to Cure Alleged Defects
- XII. TERMINATION
- XIII. EMINENT DOMAIN/CONDEMNATION
 - 13.01. Determination Whether to Continue Condominium
 - 13.02. Proceeds
 - 13.03. Disbursement of Funds
 - 13.04. Unit Reduced but Habitable
 - 13.05. Unit Made Uninhabitable
 - 13.06. Taking of Common Elements
 - 13.07. Conflict with Act
- XIV. PURCHASE OF CONDOMINIUM PARCEL 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 Notices
 - 17.02. Blanket Mortgages
- XVIII. COVENANT AGAINST PARTITION
- XIX. AMENDMENT OF THE DECLARATION
 - 19.01. Notice
 - 19.02. Adoption
 - 19.03. Prohibited Amendments
 - 19.04. Recording
- 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
- 20.12. Rights of Action
- 20.13. Applicability

EXHIBIT "A"	Real Property Legal Description
EXHIBIT "B"	By-Laws of ISLAND TOWER OWNERS ASSOCIATION, INC.
EXHIBIT "C"	Fractional Ownership Interest In Common Elements (respective share of each unit) and Numerical Value of Vote to which each Unit is entitled.
EXHIBIT "D"	Plans

DECLARATION OF CONDOMINIUM
OF
ISLAND TOWER, A CONDOMINIUM

This Declaration is made and entered into this 15th day of Nov, 2004, by TOWER VENTURES, L.L.C., ("Declarant"), for itself, its successors and assigns, for the purpose of creating a Condominium and establishing certain easements, covenants and restrictions to run with the land.

R E C I T A L S:

Declarant is the fee simple owner of certain real estate described in Article IV of this Declaration, and located in the City of Gulf Shores, County of Baldwin, State of Alabama, ("Parcel").

Declarant intends to and does hereby submit the parcel together with all Buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Alabama Uniform Condominium Act of 1991, §§ 35-8A-101, et seq., Code of Alabama (1975). The Condominium shall be known as Island Tower, a Condominium.

Declarant further desires to establish for the benefit of Declarant and for the mutual benefit of all future Owners or Occupants of the Parcel or any part thereof, a Condominium form of Ownership; and intends that all future Owners, Occupants, Mortgages and any other persons hereinafter acquiring an interest in the Parcel shall hold that interest subject to certain rights, easements and privileges in the Parcel, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance of the Property, as hereinafter set forth.

The Condominium will consist of one Building containing a total of sixty five (65) Units, together with the appurtenances described in this Declaration.

NOW, THEREFORE, Declarant, as the Owner of the Parcel, and for the purposes above set forth, declares as follows:

Article I
DEFINITIONS

The terms used in this Declaration and in the Exhibits attached to this Declaration and in the By-Laws shall have the meaning specified in the Act, and as follows, unless the context otherwise requires:

- (1) "Act" means the Alabama Uniform Condominium Act of 1991, §§ 35-8A-101, et seq., Code of Alabama (1975).
- (2) "Articles" means the Articles of Incorporation of the Association, recorded in the Office of the Judge of Probate of Baldwin County, Alabama.
- (3) "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.
- (4) "Association" means Island Tower Owners Association, Inc., an Alabama not-for-profit Corporation, and its successors and assigns, that is the entity responsible for the administration and management of the Condominium and is the Corporation organized in accordance with the Act.
- (5) "Board" means the Board of Directors of the Association.
- (6) "Building" means all structures or structural improvements located on the Parcel and forming part of the Condominium.
- (7) "By-Laws" means the duly adopted By-Laws of the Association and are identified as EXHIBIT "B" attached hereto and made a part hereof as if fully set out in this Declaration.
- (8) "Common Elements" means any part of the Condominium Property, as set forth and defined in Article IV of this Declaration, in which all of the Unit Owners have an undivided interest.
- (9) "Common Expenses" means the expenditures made by or financial liabilities of the Association, together with any allocation to reserves, including but not necessarily limited to expenses incurred in the maintenance, administration, improvement and repair of the Common Elements, whether incurred or estimated by the Board, for which the Unit Owners are liable to the Association in accordance with the terms of the Condominium Documents.
- (10) "Common Surplus" means the excess of all receipts of the Association arising out of the Ownership of Common Elements over the amount of the Common Expenses.

(11) "Condominium" means the Island Tower, a Condominium, and consists of the Condominium Property submitted to the Condominium form of Ownership by this Declaration.

(12) "Condominium Documents" means the Declaration, By-Laws, Articles and all Rules and Regulations as may be adopted by the Association; and all exhibits attached thereto, as the same may be amended from time to time.

(13) "Condominium Property" or "Property" means all Property, both real, personal or mixed, which is submitted by this Declaration, and includes the Parcel and all improvements now existing or hereafter placed thereon, all easements, rights, interests and appurtenances thereto, and all personal property now or hereafter used in connection therewith.

(14) "Declaration" means this Declaration as it may be amended from time to time.

(15) "Developer" means TOWER VENTURES, L.L.C., its successor and assigns.

(16) "Limited Common Elements" shall have the same meaning as is defined in the Act and as set out in this Declaration.

(17) "Member" means a Member of the Association, Membership in which is confined to Unit Owners.

(18) "Mortgagee" means any holder and Owner of a mortgage or vendor's lien on any part or all of the Condominium Property.

(19) "Occupant" means a person or persons in possession of a Unit, regardless of whether that person is the Unit Owner.

(20) "Person(s)" means a natural person, a corporation, a partnership, a limited partnership, an association, a trustee, a joint venture or other legal entity.

(21) "Plans" means the site plan, floor plans and elevations of the Condominium prepared by an independent registered engineer or registered architect, which are marked EXHIBIT "D" and attached to this Declaration and expressly made a part hereof as though fully set out in this Declaration. The Plans contain a certificate of completion executed by an independent registered engineer or registered architect in accordance with the Act. The Plans contain a certification that the Plans contain all information required by the Act.

(22) "Real Property" or "Parcel" means the Real Property as described in this Declaration which is herein submitted to the Condominium form of Ownership.

(23) "Unit" or "Private Elements" means a physical portion of the Property designated, designed and intended for separate Ownership or occupancy, the boundaries of which are described in this Declaration. Each Unit shall consist of the space and structures enclosed and bounded by the horizontal and vertical planes as shown on the plan, which planes shall be determined as follows:

(a) Horizontal Boundaries (Planes). The upper and lower boundaries extended to their planar intersections with the vertical boundaries of the Unit as follows:

(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, wallpaper and like coverings, extended to their planar intersections with each other and with the upper and lower boundaries.

Each Unit shall include all improvements contained within such area, including any plumbing and electrical fixtures, provided, however, that no weight bearing walls and columns of the Buildings in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts and public utility lines situated within such Unit and forming part of any system serving one (1) or more other Units or the Common Elements or Limited Common Elements shall be deemed to be a part of the Unit.

When a Unit is conveyed, the following shall pass with it as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided by this Declaration and as may not be separately conveyed in accordance with this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in a space that is vacated shall be terminated automatically; and (d) other appurtenances as may be provided in this Declaration.

(24) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple Ownership of a Unit and of the appurtenant undivided interest in the Common Elements.

When the context permits hereunder, 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.

Article II SUBMISSION OF PROPERTY TO ACT

By this Declaration, Declarant submits the Parcel and the Property to the provisions of the Act.

Article III NAME AND ADDRESS

The name of the Condominium is Island Tower, a Condominium. The Condominium is located at 521 West Beach Boulevard, in the City of Gulf Shores, County of Baldwin, State of Alabama.

Article IV DESCRIPTION OF PROPERTY – DEVELOPMENT PLAN

4.01. Land. The following Real Property, together with all buildings, structures, improvements, and all other permanent fixtures thereon, and all rights and privileges belonging or in anyway pertaining thereto, is hereby submitted to the Condominium form of Ownership.

See EXHIBIT "A" attached hereto and made a part hereof by reference in this Declaration.

4.02. General Description of Improvements. The Condominium shall consist of the above described Real Property, together with the improvements, landscaping and other aesthetic amenities, automobile parking areas and other Common Areas as more specifically set out in this Declaration and as shown on the attached Plans.

4.03. Plans. The improvements for the Condominium are substantially completed in accordance with the Plans, as evidenced by the Certificate of Completion executed by an independent registered architect or registered engineer.

4.04. Building. The Condominium building shall consist of twenty-six (26) levels (including ground level) constructed out of concrete and glass. The top twenty-two (22) levels shall contain residential units, for a total of sixty-five (65) residential units. The ground level and the next three (3) levels shall be used for parking, amenities and other purposes as more fully described elsewhere in this Declaration. The ground level (first level) shall contain parking spaces, common restrooms, and an outdoor pool. The second thru fourth levels shall, in combination, contain pool equipment room, common fitness center, sauna, indoor pool and other common amenities

as may be noted in the Plans. The fifth (5th) level through the twenty-fifth (25th) level shall each contain three (3) residential units. The twenty-sixth (26th) level (top) shall contain two residential units.

4.05. Units. Each Unit is assigned a number or letter or a combination thereof, which is indicated on the plans made EXHIBIT "D" to this Declaration, 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 as shown on the plans, the name of the Condominium, the name of the county in which the Parcel is situated, the name of the office in which this Declaration is recorded, and the book and page number where the first (1st) page of this Declaration is recorded. The description and location of the Units/Private Elements are determined with the aid of the plans and the horizontal and vertical planes as described in the definition Article herein.

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 or her Unit, which right shall be an appurtenance to his or her 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, 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.

4.06. Types of Units. All Units of the Condominium shall be for residential use only except as may be otherwise stated herein. There are three (3) basic type Units, two (2) of such basic type Unit having a mirror image, creating five (5) basic floor plans.

Basic Unit Type "A" is a three (3) bedroom, three (3) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 1,621 square feet, together with two (2) covered balconies containing a combined total of approximately 314 square feet serving the Unit as a limited common element. Each floor containing residential units except for the top (penthouse) floor, shall have two (2) Type "A" Units, being mirror images of each other. There are a total of forty-two (42) Type "A" Units.

Basic Unit Type "B" is also a three (3) bedroom, three (3) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 1,597 square feet, together with a covered balcony containing approximately 295 square feet serving the Unit as a limited common element. The center interior unit on each residential floor, except the top (penthouse) floor, shall be a Unit Type "B" for a total of twenty-one (21) Type "B" Units.

Basic Unit Type "C" is a four (4) bedroom, four (4) bath Unit containing kitchen, dining, living and laundry areas encompassing approximately 2,429 square feet, together with a covered balconies containing approximately 454 square feet serving the Unit as a limited common element. The top (penthouse) floor shall contain two Type "C" Units, being mirror images of each other.

4.07. Common Elements. The Common Elements are all portions of the Condominium other than the Units and shall include generally the Common Areas and facilities located substantially as shown on the plans. Such Common Elements will include the following unless specifically included within a Unit:

- (1) The land described in Article IV of this Declaration;
- (2) The foundations and footings, exterior walls, roofs, girders, beams, supports, entry walks and entry porches of any Building;
- (3) The yard, walkways, parking areas and landscaping;
- (4) The mechanical systems and installations providing service to any buildings, 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 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;
- (5) All maintenance facilities, water storage tanks, pumps, outdoor lighting and the like;

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

(7) All other parts of the buildings, all apparatus and installations existing in the buildings or on the Property for the common use of the Unit Owners, or necessary for the convenience or the existence, maintenance and safety of the building, and which are not specifically made part of the Private Elements by the terms of this Declaration.

4.08. Limited Common Elements. The Limited Common Elements located on the Property and the Unit to which they are assigned are as follows: The balcony or balconies abutting each Condominium Residential Unit and constructed so as to serve only such Unit are Limited Common Elements appurtenant to those Units to which they attach. The use of such Limited Common Elements is restricted to the Units to which they are appurtenant. The use of such Limited Common Elements is restricted to the Units to which they are appurtenant.

4.09. Changes. Declarant reserves the right to change the interior design and arrangement of any or all Units owned by Declarant. Declarant 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 Declarant alone, notwithstanding the procedures for amendment described in this Declaration. 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 Declarant shall appropriately reapportion the shares of the Common Elements which are allocated to the altered Units. Provided, however, the Special Declarant right granted by this Article must be exercised on or before two (2) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama. No assurance is made concerning whether or not any Unit will be or will not be changed by the Declarant nor is any assurance made concerning the nature, character or quality of said change. The exercise by Declarant of the Special Development right to change a Unit does not obligate the Developer to exercise said right in any one (1) or all of any other Unit in the Condominium.

Article V COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.01. Ownership. Each Unit Owner shall be entitled to the fractional Ownership in the Common Elements allocated to the respective Unit as set forth in EXHIBIT "C" to this Declaration. The Ownership interests 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.

5.02. Use.

(a) Each Unit Owner shall have the right to use the Common Elements (except any portions of the property subject to leases made by or assigned to the Board and except any portions thereof designated as a Limited Common Elements and restricted to the exclusive use of and as an appurtenance to another Unit) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit Owner by such Unit Owner. The Unit Owner shall have the right to non-exclusive use and possession of the Limited Common Elements considered appurtenant to the Ownership of such Unit. The right to use the Common Elements and Limited 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.

(b) Anything contained herein notwithstanding, a valid exclusive easement is hereby declared and established for the benefit of each Unit and the Unit Owner consisting of the right to use and occupy the balcony or deck serving only such Unit.

5.03. Share of Expenses. Each Unit Owner shall be assessed and is personally liable for a proportionate share of the Common Expenses, and the proportionate share of Common Expenses shall be the same ratio as the fractional Ownership of a Unit Owner in the Common Elements. Each Unit Owner shall be assessed and is personally liable for a proportionate share of the Limited Common Expenses in connection with the Limited Common Elements which are appurtenant to the Unit Owner's Unit. Payment of Common Expenses shall be in such amounts and at such times as determined in the By-Laws. 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 or her 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.

5.04. Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other Assessment when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at the maximum percentage rate as may then be permitted under the Laws of the State of Alabama, from and after the date said Common Expenses, or other assessments, become due and payable, in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

5.05. Priority of Lien. Any lien of the Owners Association shall be subject to the rules of priority as stated in the Act and other applicable state laws.

5.06. Disposition of Surplus. The Common Surplus shall appertain to the Units in proportion to the liability for Common Expenses appertaining to each Unit; 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 at the sole discretion of the Association.

Article VI THE ASSOCIATION

6.01. Name. The name of the Association shall be Island Tower Owners Association, Inc.

6.02. Powers and Duties. The operation and administration of the Condominium shall be by the Association of Unit Owners, pursuant to the Act. The Association shall be a not for profit corporation and shall be responsible for the maintenance, repair, replacement, administration and operation of the Property. 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 the other Condominium Documents as they may be amended from time to time. Without limiting the foregoing, the Association is specifically authorized to enter into agreements by which the powers and duties of the Association, or some of them, may be exercised or performed by some other person or persons. Also, without limiting any of the foregoing, 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 project 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 Project. The Board of Directors shall have the authority and the duty to levy and enforce the collection of general and specific assessments for Common Expenses and Limited Common Expenses, and is further authorized to provide adequate remedies for failure to pay such assessments.

6.03. Unit Ownership. Each Unit Owner shall be a Member of the Association so long as he or she is a Unit Owner. The Membership of a Unit Owner shall automatically terminate when he or she 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 or her Unit.

6.04. Voting Rights. The aggregate member of votes for all Members shall be sixty-six (66). Each Unit shall be entitled to a vote with a numerical value as indicated in Exhibit "C" attached hereto. The vote of a Unit shall not be divisible. All votes shall be cast in accordance with the provisions set forth in the By-Laws.

6.05. By-Laws. The Association and its Members shall be governed by the By-Laws identified as EXHIBIT "B" and attached hereto and made a part hereof as if set out fully in this Declaration.

6.06. Restraint Upon Assignment of Shares in Assets. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

6.07. 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 seven (7) 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.

6.08. 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 or her in connection with any proceeding to which he may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, whether or not he or she 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 or her 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.

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

6.10. Control. Subject to the provisions in this Declaration, until the earliest of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Units which may be created to Unit Owners other than Developer; (ii) two (2) years after Developer or the successors or assigns of Developer have ceased to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any development right to add new Units was last exercised, the By-Laws and rules adopted by Developer shall govern and Developer shall have the exclusive right to appoint, remove and designate the officers and Members of the Board of Directors, and neither the Unit Owners nor the Association nor the use of the Condominium Property by Unit Owners shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may voluntarily surrender the right to appoint and remove officers and Members of the Board; but, in that event, Developer may require, for the duration of the period of Developer control, that specified actions of the Association or Board, as described in a recorded instrument executed by Developer, be approved by the Developer before they become effective. Provided, however, not later than ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than Developer, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Board must be elected by Unit Owners other than Developer. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than the Developer, not less than thirty three and one-third percent (33 1/3%) of the Members of the Board must be elected by Unit Owners other than Developer. Except as provided for in the Act, not later than the termination of any period of Developer control, the Unit Owners shall elect a Board of at least three (3) Members, at least a majority of whom must be Unit Owners other than Developer.

6.11. Contracts. If entered into before the Board elected by the Unit Owners pursuant to the Act takes office, any professional management contract must contain provisions that the contract may be terminated without penalty and upon not more than ninety (90) days notice to the other party by the Association at any time after the Board elected by the Unit Owners pursuant to the Act takes office.

6.12. Availability of Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act. The Association shall make reasonably available in the county where the Condominium is located for examination by Unit Owners, prospective purchasers, first Mortgages and insurers of first (1st) Mortgages of any Unit, or their authorized agents, current copies of the Declaration, By-Laws, Rules and Regulations and other books, records, financial statements and the most recent annual financial statement of the Association. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances. Any eligible Mortgagee shall have the right to have prepared, at the expense of said Mortgagee, an audited financial statement of the Association.

6.13. 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 Elements and Limited Common Elements. The fund shall be maintained out of regular assessments for Common Expenses.

6.14. Working Capital. In order to insure that the Association Board will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable, and to provide for the Project's operation in the initial months of operation, there shall be established a working capital fund. Each Unit's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the initial sale of each Unit from Developer and maintained in a segregated fund account for the use and benefit of the Association. Amounts paid into the fund shall not be considered as advance payment of regular assessments. Developer shall be prohibited from using the working capital funds to defray any of the expenses, reserve contributions or construction costs of Developer or to make up any budget deficits while Developer is in control of the Owner's Association. Developer may, however, when unsold Units are sold, reimburse Developer for funds paid by Developer to the Owner's Association for an unsold Unit's share of the working capital fund by using funds collected at closing when the Unit is sold.

Article VII
OCCUPANCY, USE AND LEASING RESTRICTIONS

7.01. Residential Use. Each Unit or any two or more adjoining Units used together shall be used only as a residence, except that, if permitted by applicable zoning ordinances, a professional or quasi-professional Unit Owner or Occupant using a Unit as a residence may also use that Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Occupant from (1) maintaining his personal professional library, (2) keeping his personal business or professional records or accounts, or (3) handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

7.02. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units. However, other areas designed 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 or her Unit without the approval of the Board of Directors.

7.03. Use of Limited Common Elements. The Limited Common Elements shall be used only by the Unit Owners having an undivided interest in and to the Unit to which the Limited Common Elements is assigned, and their agents, servants, tenants, family members, invitees and licensees for such purposes incidental to the use of said Units. Such uses shall at all times be consistent with this Declaration.

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

7.05. Lawful Use. No 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 that 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.

7.06. Leases. Units may be leased by the Unit Owners, provided, however; (1) that such lease and the rights of any tenant thereunder is 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; and (2) that such lease or rental agreement shall be in writing.

Each Unit Owner who has or who shall hereafter lease his or her Unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce the Rules and Regulations of the Condominium Association and to terminate the lease of and evict any tenant who fails to comply with said Rules and Regulations or who provides other sufficient cause for termination of the lease and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Rules and Regulations of the Association or any contract for lease. The Association, the Board of Directors or its managing agent shall not become liable to any Unit Owner or sublessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

The provisions of this Article shall not be applicable to Declarant who is hereby irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy to sell, lease or rent Units for any period and under any terms to any lessees or purchasers or transferees with the right to take any action necessary to consummate the sale or rental of said Units, including, but not limited to, the right to maintain model Units post signs, have employees in the offices maintained in the Condominium Buildings, use the Common Elements and show Units to prospective purchasers. Sale office signs and all items pertaining to sale shall not be considered Common Elements and shall remain the property of declarant.

7.07. Completion of Improvements. Until such time as Developer has completed and sold all of the private individual Units or any proposed future improvements (phases) as contemplated in this Declaration, or any

amenities associated therewith, neither the private individual Unit Owners, nor the Association, nor the users of the Condominium Property shall interfere with the completion of the planned improvements or the sale of Units. The Developer may make such use of the unsold Units and Common Areas as may facilitate such completion and sale.

7.08. Right to First Refusal. The right of a Unit Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

7.09. Restrictions on Mortgaging Units. Anything construed in any of the Condominium Documents notwithstanding, there shall be no restrictions of the right of a Unit Owner to mortgage his or her Unit.

7.10. Miscellaneous Restrictions.

- (1) No waste shall be committed in or on the Common Elements.
- (2) Except as expressly provided in this Declaration, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- (3) Nothing shall be stored in or upon the Common Elements or Limited Common Elements without prior consent of the Board except in storage closets or areas or as otherwise expressly provided in this Declaration.
- (4) All parts of the Property shall be kept in an clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.
- (5) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.
- (6) No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the buildings or any portion thereof.
- (7) Parking of vehicles in driveways and parking areas shall be subject to the Rules and Regulations of the Board applicable thereto.

(8) Except within individual Units, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.

(9) No animals or pets of any kind shall be kept in any Unit or any Property of the Condominium except with the written consent of and subject to the Rules and Regulations adopted for keeping such pets by the Board of Directors of the Association; provided that such consent may be terminated without cause at any time by the Board of Directors of the Association. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the Property within three (3) days from the day the Owner receives the written notice from the Board of Directors of the Association. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the Condominium Property or to any other Property operated by the Association.

(10) 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.

(11) Neither the Board nor the Association shall take or permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

(12) At least one (1) automobile parking space shall be made available to each Unit. The Board of Directors of the Association may or may not in its discretion assign specific parking spaces to the Unit Owners. If an assignment is made, such assignment shall not be recorded in the public records. The Board of Directors of the Association shall have the right to change the assignment of such specific parking spaces from time to time as in its sole discretion it deems advisable.

(13) Motorcycles, motor bikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or Property.

7.11 Rights of Developer. 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. Developer may maintain sales offices, management offices, leasing and operations offices and models in any Unit of the Condominium or on Common Elements in the Condominium without restriction as to the number, size or location of said sales offices, management offices, leasing and operations offices and models. Developer shall be permitted to relocate said sales offices, management offices, leasing and operations offices and models from one (1) Unit location to another or from one (1) area of the Common Elements to another area of the Common Elements in the Condominium. Developer may maintain signs on the Common Elements advertising the Condominium. The rights of Developer as provided for in this paragraph shall cease and terminate ten (10) years from the date of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama.

Article VIII EASEMENTS

Each of the following easements are reserved to the Association for the benefit of the Members of the Association and their guests and lessees, is a covenant running with the land:

(1) Utilities. Each Unit shall have an easement as may be required for Utility Services needed to serve the Condominium adequately; provided, however, easements through a Unit shall be according to the plans and specifications for the Building or as the Building is actually constructed or reconstructed, unless otherwise approved in writing by the Unit Owner. The Board of Directors or its designee shall have a right of access to each Unit to inspect such Unit, to maintain, repair or replace drainage facilities and the pipes, wires, ducts, vents, cables, conduits and other facilities related to the providing of utility services, and Common Elements or Limited Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services, drainage facilities and easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entries shall not be made without prior notice to the Unit Owner.

(2) Ingress and Egress. Each Unit shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, walkways and lanes, and like passageways, as the same may from time to time exist on the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as from time to time may 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, nor shall it give or create in any person the right to use or occupy a Limited Common Elements designated for the exclusive use of others. This easement shall be nonexclusive 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.

(3) Drainage. Each Unit shall have an easement as may be required to drain the Condominium Property adequately.

(4) 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, the Common Elements and the Limited Common Elements.

(5) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands. In any event any building, any Unit, any adjoining Unit, or any adjoining Common Elements or Limited Common Elements, shall be partially or totally destroyed as 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 or Limited Common Elements upon any Unit or of any Unit upon another Unit or upon any portion of the Common Elements or Limited 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 shall stand.

Article IX MAINTENANCE, ALTERATION, AND IMPROVEMENTS

9.01. Maintenance by the Association.

(1) The Association, as a Common Expense, shall maintain, repair and replace if necessary the following:

(a) All portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Paragraph 9.02, hereof.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services that are contained within a Unit but service part or parts of the Condominium other than the Unit within which contained and that are not the responsibility of a Unit Owner under Paragraph 9.02, hereof.

(2) 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 other type properties, 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; provided, however, if such contract is entered into before the Board elected by the Unit Owners pursuant to the Act takes office, such contract shall be subject to the provisions of Paragraph 6.11 of this Declaration.

9.02. Maintenance by Unit Owners.

(a) Each Unit Owner shall maintain his Unit and the interior thereof in good tenantable condition and repair, and shall repair, maintain and replace if necessary the following:

(1) 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 exterior doors which shall be a responsibility of the Association; and all wall coverings and carpeting within a Unit.

(2) 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 flues 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 therefore.

(b) Each Unit Owner shall keep the Limited Common Elements, appurtenant to his Unit, if any, in a neat and presentable appearance and shall not allow such area to be used for storage or beyond its intended use.

9.03. Covenants of Owner. Each Unit Owner agrees as follows:

(1) To perform all maintenance, repairs and replacements that are the obligations of the Unit Owner under this Declaration and the Act.

(2) To pay for all utilities of the Unit Owner, including electricity, gas and telephone used within the Unit and all taxes levied against his or her Unit.

(3) Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside a Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions of this Declaration, except by licensed plumbers or electricians authorized to do such work by the Association or a delegate or agent of the Association.

(4) Not to make any addition or alteration to his or her Unit or to the Common Elements or Limited Common Elements or 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.

(5) To make no alterations, additions, improvements, decoration, repair, replacement or change to the Common Elements, or Limited Common Elements, or to any outside or exterior portion of the Building, specifically including, but not limited to screening or enclosing private 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 all 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, the Common Elements and to the Limited Common Elements caused by any contractor employed by such Unit Owner or by the subcontractors or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

(6) 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 Limited

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 or Limited Common Elements and to correct the same; or, to determine compliance with the provisions of the Condominium Documents.

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

(8) 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.

(9) To comply with all the obligations of a Unit Owner under the Act.

9.04. Facade. The Association shall determine the exterior color scheme of the Buildings and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein. No Owner shall paint any exterior surface or add or replace anything hereon or affixed thereto without the written consent of the Association.

9.05. Repairs. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements and Limited Common Elements, except as otherwise provided for in Paragraph 9.02; provided, that if any repairs or replacements are made necessary because of abuse or negligent use thereof by a Unit Owner, the cost of such repair or replacement may be assessed against such Unit Owner.

9.06. Addition, Alteration and Improvement of the Common Elements. Except as may be permitted by the Act, and except as to any Special Declarant rights provided for in this Declaration, after the completion of the improvements included in the Common Elements or Limited Common Elements which are contemplated by this Declaration, there shall be no addition, alteration, change or further improvement of Common Elements or Limited Common Elements without prior approval of the Association.

Article X INSURANCE

10.01. Obligation to Purchase. Commencing not later than the time of the first (1st) conveyance of a Unit to a person other than the Declarant, the Association shall maintain insurance upon the Condominium Property, to the extent reasonably available, as provided for in the Act and as follows. If the insurance which required to be

maintained is not reasonably available, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States Mail to all Unit Owners.

10.02. Specified Insurance. Insurance, other than title insurance, that shall be carried on the Property and the Property of the Unit Owners shall be governed by the provisions of this Article. Insurance coverage maintained by the Association pursuant to these provisions is hereafter referred to as "Specified Insurance". Anything to the contrary notwithstanding, all insurance coverage shall be consistent with local and state and federal insurance laws.

10.03. Location of Policies. The Association shall retain the original of all insurance policies for Specified Insurance in a place of safekeeping such as a safe or a safety deposit box and shall provide copies of such policies to Institutional Mortgages requesting such copies.

10.04. Notice of Change in Insurance Coverage. No cancellation or substantial change in the specified insurance provisions, including changes in the amount of coverage, the risks covered, the ratio to value of coverage, or endorsements or other changes in the coverage provisions, may be effected by the Association without at least ten (10) days' written notice to the Association or insurance trustee and each Mortgage Holder named in the mortgage clause, and each holder of a first (1st) mortgage on an individual Unit.

10.05. Qualification of Insurance Company. Each company issuing Specified Insurance must be specifically authorized by the Laws of the State of Alabama to transact such business as is necessary to provide the Specified Insurance.

10.06. Provisions. Insurance coverage as specified and required under this Article shall, in substance and effect:

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

(2) Contain no provision relieving the insurer from liability for a loss occurring while 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.

(3) Provide that such policy may not be canceled 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 fee owner, each holder of a first (1st) mortgage on an individual Unit, and every other person in interest who shall have requested such notice of the insurer.

(4) Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the interest of said Unit Owner in the Common Elements or Membership in the Association.

(5) Provide that no act or omission by any Unit Owner, unless acting within the scope of his or her authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(6) Contain a waiver by the insurer of any right of subrogation to any right of the Association, or either against the Unit Owner or Member of his or her household or lessee of any Unit; and

(7) Contain a standard mortgage clause which shall:

(a) 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 therein; and

(b) 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

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

(8) Any insurance trust agreement will be recognized.

10.07. Named Insured. The named insured on all policies of Specified Insurance shall be the Association, for the use and benefit of the individual Owners. Any "loss payable" clause shall show the Association or other insurance trustee as a trustee for each Unit Owner and the holder of each Unit's Mortgage.

10.08. Property Damage Insurance. The Board of Directors shall secure and maintain in effect a "master" or "blanket" type policy of Property damage insurance providing coverage in an amount not less than the full replacement value of the Common Elements and Limited Common Elements (except land, foundation, excavation or other items usually excluded from coverage) and including coverage for all improvements, fixtures

and personal Property included in the Common Elements and Limited Common Elements. The policy shall cover all of the Common Elements and Limited Common Elements that are normally included in coverage, including but not Limited to, fixtures and Building service equipment and common personal Property and supplies owned by the Association. If required by any mortgage holder or purchaser of any mortgage, the policy shall also cover fixtures, equipment and other personal Property inside individual Units, whether or not the Property is part of the Common Elements. The policy shall include an "Agreed Amount Endorsement" or its equivalent, if available, or an "Inflation Guard Endorsement," if available. If the enforcement of any Building, zoning or land-use law will result in loss or damage, increase costs of repairs or reconstruction, or additional demolition and removal costs, the Association shall require a Building Ordinance or Law Endorsement which must provide for such contingent liability. Such coverage for Property damage insurance shall afford protection against:

- (1) Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and
- (2) Risks as are covered by an all-risk endorsement; and
- (3) Other risks as from time to time shall be customarily covered with respect to Condominium Buildings similar in construction, location and use as the Buildings. The maximum deductible amount is the lessor of Ten Thousand Dollars (\$10,000.00) or one percent (1 %) of the policy face amount. Funds to cover these deductible amounts shall be included in the operating reserve account of the Owner's Association.

10.09. Public Liability Insurance. The Association shall secure and maintain a comprehensive commercial general liability insurance policy, including medical payments insurance, covering all Common Elements, public ways and any other areas that are under the supervision of the Association. The insurance shall also cover commercial spaces that are owned by the Association, even if they are leased to others. The policy should provide coverage for death, bodily injury and property damage arising out of or in connection with the operation, maintenance or use of the Common Elements and, further, any legal liability that results from law suits related to employment contracts in which the Association is a party. Such policy shall provide coverage, in an amount to be determined by the Board of Directors, for bodily injury, including death and property damage for any single occurrence. In no event shall the coverage be in an amount less than One Million Dollars (\$1,000,000.00) for any single occurrence. If the policy does not include "severability of interest" in its terms, the policy shall contain a

specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners. The coverage shall also include protection against water damage liability and, if applicable, elevator collision, garage keep's liability and such other risks as shall customarily be covered with respect to condominium buildings similar in construction, location and use.

10.10. Flood Insurance. If any part of the Project shall be deemed to be in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a Common Expense. The policy shall cover the Buildings and any other Property within the designated hazard area. The amount of insurance should be at least equal to the lesser of: (1) one hundred percent (100%) of the current replacement cost of all Buildings and other insurable Property located in 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. The maximum deductible for policies covering the Common Areas and elements is the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1 %) of the policy's face amount. Funds to cover this deductible amount shall be included in the operating reserve account of the Association.

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

10.12. Fidelity Bonds.

(1) The Board of Directors shall secure and maintain in effect adequate blanket fidelity coverage to protect against loss of money through dishonest acts on the part of officers, directors, employees and all others who handle or are responsible for handling the funds held or administered by the Association, whether or not that individual receives compensation for services, including but not limited to employees or professional managers. Such fidelity bonds shall have their premiums paid as a Common Expense by the Association and shall meet the following requirements:

(a) Fidelity bonds shall name the Association as an insured or obligee.

(b) The bonds shall be written in an amount equal to at least One Hundred Fifty percent (150%) of the estimated annual Common Expenses, including reserves, unless a greater amount is required by a federal governmental agency insuring or purchasing mortgages encumbering Units.

(c) The bonds shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of employee or similar expression.

(d) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association or insurance trustee and each mortgage holder or servicer that services a Fannie Mae-owned or securitized mortgage in the Condominium Project.

(2) Any management agent that handles funds for the Association shall also be covered by its own fidelity bond which is equal or exceeds the coverage of that bond obtained by the Association.

10.13. Other Coverages. The Association shall obtain all other insurance required by the Act. The Board shall secure other boiler and machinery insurance, directors' and officers' liability insurance and plate glass insurance as the Board deems necessary and shall also have authority to obtain such other insurance as the Board deems desirable, in such amounts, from such sources and in such forms as the Board deems desirable. The premiums for such insurance shall be a Common Expense.

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

10.15. Premiums. Premiums for insurance maintained by the Association shall be paid by the Association as a Common Expense. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the Mortgage Holder, the Mortgage Holder shall have the right, at the option of the Mortgage Holder, 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 Mortgage Holder shall be subrogated to the assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

10.16. Association as Agent. All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to the Association, for the benefit of the Association and the Unit Owners and their mortgages as their interest may appear and as contemplated in this Declaration. The Association is hereby irrevocably appointed agent with full power of substitution, for each Unit Owner and for each Unit Owner and for each Owner of any other insured interest in the Property. The Association shall have 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 of the rights, powers and privileges of the Association and each Unit Owner or any other holder of an insured interest in the Property under such insurance policies. However, the actions of the Association shall be subject to the approval of any first Mortgagee if the claim shall involve more than one (1) Unit, and if only one (1) Unit is involved, such actions shall be subject to the approval of any first (1ST) Mortgagee holding a mortgage encumbering such Unit.

10.17. Share of Proceeds. The Association shall receive such insurance proceeds as are paid to the Association and shall hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgages in the following shares:

(1) 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 fraction as the share of the Common Elements appurtenant to his or her Unit as set forth in EXHIBIT "C".

(2) Units and Limited Common Elements. Except as provided in this Declaration, proceeds on account of damage to Units and Limited Common Elements shall be held in the following undivided shares:

(a) When the Condominium Property is to be restored, the proceeds shall be held for the Unit Owners of damaged Units and damaged Limited Common Elements 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 costs shall be determined by the Board.

(b) When the Condominium Property is not to be restored, the proceeds shall be held for the Unit Owners in undivided shares that are the same as their respective shares of the Common Elements as set forth in EXHIBIT "C".

(3) 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 interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination whether or not any damaged property shall be reconstructed or repaired except as may be specifically provided to the contrary in this Declaration.

10.18. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) 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. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, with remittances to Unit Owners and Mortgages 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.

(2) 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.

10.19. Individual Insurance. Nothing contained in this Declaration shall be construed to prevent a Unit Owner from obtaining insurance for his or her own benefit.

Article XI RECONSTRUCTION AND REPAIR/DEVELOPER'S RIGHT TO CURE ALLEGED DEFECTS

11.01. Responsibility. In the event of damage or destruction, and if the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the respective Unit Owners, then those Unit Owners 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.

11.02. Determination to Reconstruct or Repair. Any portion of the Condominium for which insurance is required under this Declaration which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (1) The Condominium is terminated in accordance with the Act;
- (2) Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or
- (3) Eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Elements which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a Common Elements in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration.

11.03. Plans. Any reconstruction or repair must be substantially in accordance with the Act and in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to Plans approved by the Board of Directors of the Association and by One Hundred percent (100%) of the Unit Owners.

11.04. Estimate of Cost. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.05. Assessments If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Unit and Limited Common Elements by the Association, assessments shall be made against the Unit Owners who own the damaged property or have the exclusive right to use the Limited Common Elements attached to his or her Unit, 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 payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Unit and have exclusive right to use the Limited Common Elements attached to his Unit, 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 and Limited Common Elements shall be in

proportion to the cost of reconstruction and repair of their respective Units or Limited Common Elements. 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 Elements. assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for assessments elsewhere in this Declaration.

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

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

(2) 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 or damaged Limited Common Elements who are responsible for the reconstruction and repair of the damaged portions of their Units or Limited Common Elements. The distribution of each Unit Owner shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to his or her Unit or Limited Common Elements bears to the total of such estimated costs in all damaged Units and Limited Common Elements. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his Unit or Limited Common Elements. If there is a first (1st) Mortgagee, the distribution shall be paid to the Unit Owner and to the first (1st) Mortgagee jointly.

(3) Surplus. It shall be presumed that the first monies disbursed 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.

11.07 Developer's Right to Cure Alleged Defects. Due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and Developer's responsibility therefor. It is Developer's intent to resolve all disputes and claims regarding "Alleged Defect" (as

defined below) amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the Association, Directors and all Unit Owners shall be bound by the following claim resolution procedure:

A. Developer's Right to Cure. In the event that the Association, Board or any Unit Owner or Unit Owners (collectively "Claimant") claim, contend or allege that any portion of the Condominium, including, without limitation, the Common Elements, any Unit, and/or any improvements constructed on the Condominium, are defective or that Developer or its agents, consultants, contractors or subcontractors (collectively "Developer's Agents") were negligent in the planning, design, engineering, grading, construction or other development thereof (collectively an "Alleged Defect"), Developer hereby reserves the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

B. Notice to Developer. In the event that a Claimant discovers any Alleged Defect, Claimant shall, within a reasonable time after discovery, notify Developer, in writing, at such address as Developer may from time to time provide to the Association, or such other address at which Developer maintains its principal place of business, of the specific nature of such Alleged Defect ("Notice of Alleged Defect").

C. Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by Developer of a Notice of Alleged Defect or the independent discovery of any Alleged Defect by Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into, as applicable, the Common Elements, any Unit, and/or any improvements or other portion of the Condominium for the purposes of inspecting and, if deemed necessary by Developer, repairing and/or replacing such Alleged Defect. In conducting such inspection, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

D. Legal Actions. No Claimant shall initiate any legal action, cause of action, proceeding, reference or arbitration against Developer alleging damages (i) for the costs of repairing or the replacement of any Alleged Defect, (ii) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (iii) for any consequential damages resulting from such Alleged Defect, unless and until Claimant has (1) delivered to Developer a Notice of Alleged Defect and (2) Developer has, within ninety (90) days after its receipt of such Notice of Alleged Defect, either (1) failed to repair or replace such Alleged Defect or (2) if such Alleged

Defect cannot reasonably be repaired or replaced within such ninety (90) day period, failed to commence such repair or replacement of the Alleged Defect and, thereafter, failed to pursue diligently such repair or replacement to completion.

E. No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Paragraph 15 shall be construed to impose any obligation on Developer to inspect, repair, or replace or pay for any item or Alleged Defect for which Developer is not otherwise obligated to do under applicable law or the Purchase and Sale Agreement or other contract. The right of Developer to enter, inspect, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by Developer in the Public Records of the Clerk of Court. This provision does not create any warranties, express or implied, on the part of the Developer or the Association.

Article XII TERMINATION

The termination of the Condominium may be effected in accordance with the provisions of the Act and by the agreement of Unit Owners of Units to which ninety percent (90%) of the votes in the Association are allocated, and in the case of termination for reasons other than substantial destruction or condemnation of the Property, by eligible mortgage holders (as defined in By-Laws and this Declaration) that represent at least sixty-seven percent (67%) of the votes of the mortgaged 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.

Article XIII EMINENT DOMAIN/CONDEMNATION

13.01. Determination Whether to Continue Condominium. 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 in the Act and under the provisions of this Declaration pertaining to reconstruction and repair after casualty losses.

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

13.03. 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 Building will be reduced and the Property damaged by the taking will be made usable in the manner provided below. The proceeds of said awards shall be disbursed in the manner provided for disbursement of funds by the Association after damage to the Common Elements.

13.04. 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:

(1) 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 may, in the discretion of the Board of Directors, be expended for restoration by the Association and be assessed against the Unit Owner as a Special Assessment.

(2) Distribution of Surplus. The balance of the award, if any, shall be distributed to the Owner of the Unit and to the holder of any Mortgage encumbering the Unit, the remittance being made payable jointly to the Owner and any such Mortgagee.

(3) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the fraction representing the share in the Common Elements, the Common Expenses and the Common Surplus appurtenant to the Unit shall be reduced in accordance with the provisions of the Act.

13.05. Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of a Unit that is cannot be used practically or lawfully for any purpose permitted by the Declaration, 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:

(1) Payment of Award. The award shall be paid first to any Mortgagee in an amount sufficient to pay off its mortgage on such Unit; and then jointly to the Unit Owner and other Mortgages 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 Mortgagee; and the balance, if any, to the repairing and replacing of the Common Elements damaged by the taking.

(2) 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.

(3) 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.

(4) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's Mortgages 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 Special assessments against all of the Unit Owner who will continue as Owners of Units after the changes in the Condominium effected by the taking. Such Special assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes in the Condominium effected by the taking.

(5) Arbitration. If the market value of a Condominium Parcel prior to the taking cannot be determined by agreement among the Unit Owner, Mortgages 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 the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the Condominium Parcel; and a judgment of specific performance on the decision rendered by the arbitrators may be entered in 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.

13.06. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable 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 Mortgage, the distribution shall be paid jointly to the Owner and the Mortgagee of the Condominium Parcel.

13.07. Conflict With Act. If there is any conflict with the provisions of this Article and the Act, the provisions of the Act shall control.

Article XIV PURCHASE OF CONDOMINIUM PARCEL BY ASSOCIATION

14.01. Decision. The decision of the Association to purchase a Condominium Parcel 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 (1) or more Condominium Parcels, the Association may not purchase any additional Condominium Parcel without the prior written approval of seventy-five percent (75%) of the Members eligible to vote thereon, except as provided in this Article. A Member whose Condominium Parcel is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitation shall not apply to

Condominium Parcels either to be purchased at a public sale resulting from a foreclosure of the Association's lien for delinquent assessments, Special assessments, or both, 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 therefor 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 Parcel in accordance with this Article, or as the result of a sale pursuant to the foreclosure of (i) a lien on the Condominium Parcel for unpaid taxes; (ii) the lien of a mortgage; (iii) the lien for unpaid assessments, Special assessments or both; or (iv) any other judgment lien or lien attaching to such Condominium Parcel by operation of law.

Article XV 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 or her Condominium Parcel, other than liens for Mortgages, taxes and Special assessments, within five (5) days after he or she learns 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 or her Condominium Parcel, 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.

Article XVI 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 contract 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 (after reasonable notice and opportunity to be heard) from time to time as set forth in the By-Laws. In the event a Unit Owner fails to maintain his or her 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 therefore 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 the Unit Owner's family, his or her 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 or the Limited Common Elements. The liability for such increases in insurance rates shall equal five (5) 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 Condominium Act, the Condominium Documents, or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

Article XVII GENERAL PROVISIONS PERTAINING TO MORTGAGES

17.01. Lender's Notices. Upon written request to the 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 sixty (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 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.

Article XVIII 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.

Article XIX AMENDMENT OF THE DECLARATION

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

19.02. Adoption. Except in the cases where this Declaration may be amended by the Developer/Declarant under the terms hereof or the Act, the Declaration may be altered, amended or appealed or a new Declaration may

be adopted by the affirmative vote or agreement of Unit Owners or Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated. In addition, amendments of a material nature (as defined below) must be agreed to by eligible Mortgages who represent at least fifty-one percent (51%) of the votes of Unit estates that are subject to Mortgages held by eligible holders. Eligible Mortgagee are those holders of a first (1st) Mortgage on a Unit estate who have submitted a written request that the Owners' Association notify them on any proposed Action requiring the consent of a specific percentage of eligible Mortgage holders. Amendments of a material nature include a change to any of the provisions governing the following:

- voting rights;
- increases in assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- reductions in reserves for maintenance, repair and replacement of Common Elements;
- responsibility for maintenance and repairs;
- Reallocation of interests in the general or Limited Common Elements, or rights to their use;
- redefinition of any Unit boundaries;
- convertibility of Units into Common Elements or vice versa;
- Expansion or contraction of the project, or the addition, annexation or withdrawal of Property to or from the Project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her Unit;
- a decision by the Owner's Association of a project that consists of fifty (50) or more Units to establish self-management if professional management had been required previously by the project Documents or by an eligible Mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents; or
- any provisions that expressly benefit mortgage holders, insurers or guarantors.

Implied consent and approval may be assumed when an eligible Mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, "return receipt" requested.

19.03. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the Developer without the consent of Developer. No amendment that is in conflict with the Articles, the Declaration or the Act shall be adopted.

19.04. Recording. Any amendment shall become effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama, in accordance with the Act.

Article XX MISCELLANEOUS

20.01. Intent. It is the intent of Declarant 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 make 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 or her heirs, executors, administrators, legal representatives, 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 Exhibit attached to this Declaration, 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 portions thereof.

20.04. Taxation of Condominium Parcels. The Assessment and taxation of the Condominium Property shall be governed by the Act.

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 other 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 (1st) 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 duly receipted for, 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 personally delivering said notice 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 in accordance with the provisions of this Declaration or when mailed in a postage-paid, sealed envelope, except notices of address changes, which shall be deemed to have been given when received.

20.06. Governing Law. Should any dispute or litigation 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 faire 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 on construing the effect or meaning of any of the text of the Condominium Documents.

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

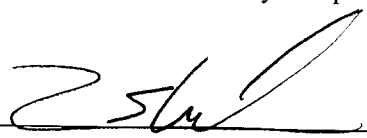
20.11. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

20.12. Rights of Action. The Association and any aggrieved Unit Owner shall have the right of Action against Unit Owners who fail to comply with the provisions of the Declaration, By-Laws, Rules and Regulations, the Act and other Condominium Documents. Unit Owners shall have the right of Action against the Association for failure of the Association to comply with the provisions of the Declaration, By-Laws, Rules and Regulations, the Act and other Condominium Documents. In the event that the Condominium Documents give Developer or the Association the right to use summary abatement or similar means to enforce restrictions against the Unit or its use, a judicial proceeding shall be instituted before any items of construction can be altered or demolished.

20.13. Applicability. Each Unit Owner shall be subject to all rights and duties assigned to Owners under the terms of the Condominium Documents. When there are unsold Units in the Project, the Developer shall enjoy the same rights and assume the same duties as they relate to each individual unsold Unit.

IN WITNESS WHEREOF, TOWER VENTURES, LLC, An Alabama Limited Liability Company, has caused this instrument to be executed on this 15 day of November, 2004.

TOWER VENTURES, LLC
An Alabama Limited Liability Company

By: 

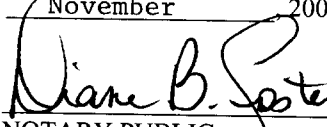
Its: Administrative Member

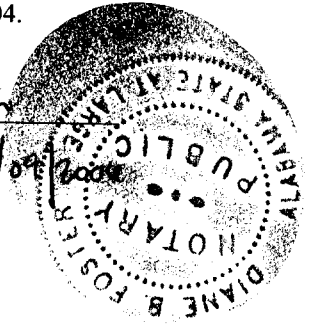
STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SHAUL ZISLIN, whose name as Admin. Member of TOWER VENTURES, LLC, an Alabama Limited Liability Company, 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, in his capacity as such Admin. Member and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company on the day the same bears date.

Given under my hand and seal this the 15th day of November, 2004.


NOTARY PUBLIC
My Commission Expires 12/09/2006



THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post office Box 1508
Gulf Shores, Alabama 36547
File 04.7313

EXHIBIT "A"**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM****OF****ISLAND TOWER, A CONDOMINIUM****Parcel I**

Lots 4, 5, 6, 15, 16 and 17, Block 3, Unit One of Gulf Shores, Alabama, according to a map or plat thereof recorded in the Probate Office of Baldwin County, Alabama, in Map Book 1, Page 148.

ALSO

Beginning at the Southwest Corner of Lot 4, Block 3, Unit One, Gulf Shores, Alabama, according to the map or plat thereof recorded in the Probate Office of Baldwin County, Alabama, in Map Book 1, Page 148, run thence South along the extension of the West line of said Lot 4 to the Gulf of Mexico; run thence Easterly along the meanderings of the Gulf Of Mexico to a point 150 feet East of the afore described line measured at right angles; run thence North on a line 150 feet East of and parallel with the first described line to the Southeast Corner of Lot 6 of said Block 3, Unit One, Gulf Shores, Alabama, run thence West along the South line of said Block 3 for 150 feet to the point of beginning.

Parcel II

That certain 20 foot strip of land lying between Lots 4, 5, 6, and Lots 15, 16 & 17, Block 3, Unit One of Gulf Shores, Alabama as set forth in Map Book 1, Page 148 and described as beginning at the Southwest Corner of said Lot 17 run Eastwardly and along the South line of Lots 15, 16 & 17 the Southeast Corner of said Lot 15; thence Southwardly 20 feet to the Northeast Corner of Lot 6; thence Westwardly along the North line of said Lots 4, 5, & 6 to the Northwest Corner of said Lot 4; thence Northwardly 20 feet to the Point of Beginning.

THE REAL PROPERTY IS SUBJECT TO THE FOLLOWING:

1. Interest created by or limitations and restrictions imposed on the use of the Real Property as established by the Federal Coastal Zone Management Act or other Federal law or regulation.
2. Zoning, planning and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Gulf Shores or any other governmental authorities having jurisdiction over the Real Property.
3. Development Rights and Special Declarant Rights granted Developer by the Condominium documents and by the Act.
4. All ad valorem taxes and assessments.
5. The rights of eminent domain or governmental rights of police power.
6. Easements or claims of easements not shown by the public records.

7. Encroachments, overlaps, boundary line disputes, and any other matter which would be disclosed by an accurate survey and inspection of the Real Property.
8. Terms and conditions of all permits and licenses of Federal, state and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the Real Property.
9. Prior mineral reservations of record in the Office of the Judge of Probate, Baldwin County, Alabama.
10. Rights of other parties, the United States of America or State of Alabama in and to the shore, littoral or riparian rights to the property described above lying adjacent to the Gulf of Mexico.
11. Rights, if any, of the public to use as a public beach or recreation area, any part of the property described above lying between the body of water abutting said land and the natural line of vegetation, dunes, extreme high water line or the apparent boundary line separating the publicly used area from the upland private area.
12. Rights of the United States Government, the State of Alabama and other parties in and to the navigable waters and the land beneath any of the navigable waters within the property described above and all rights of the United States Government and of the State of Alabama in and to any of the lands described that may be on or below mean high tide.
13. Any adverse claim based upon the assertion that some portion of the land described above is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.
14. Terms, conditions, limitation, restrictions, reservations and easements as set forth in Easement for Placement, Construction, Maintenance and Use of sand and associated sand stabilization structures, vegetation, irrigation systems, and access structures as set forth in instrument recorded at Instrument # 578681, and as shown on Slides 2015-E through 2016-E.
15. License for Location, Operation, and Maintenance of Municipal Communications Installations granted to the City of Gulf Shores as recorded at Instrument #857934, in the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT "B"

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM

OF

ISLAND TOWER, A CONDOMINIUM

BY-LAWS

OF

ISLAND TOWER OWNERS ASSOCIATION, INC.

CONSISTING OF 20 PAGES ATTACHED HERETO

BY-LAWS
OF
ISLAND TOWER
OWNERS ASSOCIATION, INC.

INDEX

I. PURPOSE AND APPLICATION

- 1.01. Purpose and Application

II. PRINCIPAL OFFICE

- 2.01. Principal Office
- 2.02. Principal Agent

III. DEFINITIONS

- 3.01. Declaration Defined
- 3.02. Other Terms Defined

IV. MEMBERSHIP

- 4.01. Qualifications
- 4.02. No Additional Qualifications
- 4.03. Succession
- 4.04. Certificates of Membership

V. MEETINGS OF MEMBERS

- 5.01. Annual Meeting
- 5.02. Special Meeting
- 5.03. Notice of Meeting
- 5.04. Waiver of Notice
- 5.05. Quorum
- 5.06. Adjournment for Lack of Quorum
- 5.07. Action Without Meeting
- 5.08. Order of Business
- 5.09. Minutes of Meeting
- 5.10. Proviso

VI. MEMBER'S VOTING RIGHTS

- 6.01. Number of Votes
- 6.02. Vote Required to Transact Business
- 6.03. Designation of Voting Member
- 6.04. Failure to Designate a Voting Member
- 6.05. Voting by Proxy
- 6.06. Conditional Proxy

VII. BOARD OF DIRECTORS

- 7.01. Number
- 7.02. Qualification
- 7.03. Appointment by Developer
- 7.04. Nomination for Election
- 7.05. Initial Election of Directors
- 7.06. Election of Directors
- 7.07. Term
- 7.08. Vacancies
- 7.09. Removal
- 7.10. Compensation
- 7.11. Proviso

VIII. MEETINGS OF DIRECTORS

- 8.01. Regular Meetings
- 8.02. Special Meetings
- 8.03. Open Meetings
- 8.04. Waiver of Notice
- 8.05. Quorum
- 8.06. Action Without Meeting
- 8.07. Presiding Officer
- 8.08. Minutes of Meeting
- 8.09. Order of Business

XI. POWERS AND DUTIES OF THE DIRECTORS

- 9.01. Specific Powers
- 9.02. Committees
- 9.03. Managing Agent

X. OFFICERS

- 10.01. Election
- 10.02. Term
- 10.03. Special Appointments
- 10.04. Resignation and Removal
- 10.05. Vacancies
- 10.06. Compensation
- 10.07. Duties of the President
- 10.08. Duties of the Vice-President
- 10.09. Duties of the Secretary
- 10.10. Duties of the Treasurer

XI. FISCAL MANAGEMENT

- 11.01. Fiscal Year
- 11.02. Annual budget
- 11.03. Adoption of the Annual Budget
- 11.04. Assessments
- 11.05. Reserves for Replacement
- 11.06. Depository

- 11.07. Lien for Expenses
- 11.08. Priority of Lien
- 11.09. Acceleration of Assessment Installments
- 11.10. Default
- 11.11. Supplemental Assessments
- 11.12. Annual Statement
- 11.13. Accounting Records
- 11.14. Information
- 11.15. Fidelity Bonds
- 11.16. Lender's Notices

XII. OWNER OBLIGATIONS AND COVENANTS

- 12.01. Assessments
- 12.02. Maintenance and Repair
- 12.03. Use

XIII. RULES AND REGULATIONS

- 13.01. Rules and Regulations

XIV. AMENDMENTS TO THE BY-LAWS

- 14.01. Notice
- 14.02. Adoption
- 14.03. Prohibited Amendments
- 14.04. Recording

XV. MISCELLANEOUS

- 15.01. Construction
- 15.02. Captions
- 15.03. Parliamentary Rules
- 15.04. Conflicts
- 15.05. Compliance

BY-LAWS
OF
ISLAND TOWER
OWNERS ASSOCIATION, INC.

ARTICLE I
PURPOSE AND APPLICATION

1.01. Purpose and Application. The following are the By-Laws of Island Tower Owners Association, Inc., ("Association") a Not-for-profit Corporation, organized pursuant to the Alabama Nonprofit Corporation Act, §§ 10-3A-1, et. seq. Code of Alabama (1975), and the Alabama Uniform Condominium Act of 1991 §§ 35-8A-101, et. seq., Code of Alabama (1975), formed for the purpose of managing and operating a certain condominium located in Baldwin County, Alabama, known as Island Tower, a Condominium, ("Condominium").

The provisions of the By-Laws are applicable to the entirety of the Condominium property.

All present or future owners, tenants and their employees, and any other persons or entities that might use the facilities of Island Tower in any manner, are subject to the regulations and provisions set forth in these By-Laws and to the Rules and Regulations established and promulgated by the Association of Unit Owners pursuant to the By-Laws and the Declaration.

The mere acquisition or rental of any of the Units of Island Tower or the mere act of occupancy of any said Units will signify that these By-Laws and the provisions of the Declaration and any Rules and Regulations, as they each may be amended from time to time, are accepted, ratified and will be complied with.

ARTICLE II
PRINCIPAL OFFICE AND AGENT

2.01. Principal Office. The principal office of the Association shall be at 144 Cove Avenue, Gulf Shores, Alabama, 36547 or at such other place as may be designated subsequently by the Board of Directors or as the business of the corporation may require. All books and records of the Association shall be kept at the principal office of the Association. The mailing address of the Association shall be Post Office Box 1508, Gulf Shores, Alabama 36547-1508.

2.02. Principal Agent. The initial principal agent of the Association at such office shall be G. DAVID CHAPMAN III, P.C.

ARTICLE III DEFINITIONS

3.01. Declaration Defines. "Declaration" shall mean that certain Declaration of Condominium of Island Tower, a Condominium, filed in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time in accordance with the terms thereof.

3.02. Other Terms Defined. Other terms used in these By-Laws shall have the meaning given to them in the Declaration and are incorporated by reference and made a part of these By-Laws.

ARTICLES IV MEMBERSHIP

4.01. Qualification. The sole qualification for membership shall be ownership of a Unit in the Condominium. No membership may be separated from the Unit to which it is appurtenant.

4.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any person as a condition of the exercise of the rights of membership except such assessments, levies and charges as are specifically authorized by the Declaration.

4.03. Succession. The membership of each Unit Owner shall automatically terminate on the conveyance, transfer or other disposition of a Unit Owner's interest in the Unit. The Unit Owner's membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. On the conveyance, transfer or other disposition of a portion of a Unit Owner's interest in a Unit, the transferring Unit Owner and the transferee shall each be Members of the Association in accordance with the ownership interest of each following such conveyance or transfer.

4.04. Certificates of Membership. The Association shall issue no shares of stock of any kind or nature whatsoever.

ARTICLE V MEETINGS OF MEMBERS

5.01. Annual Meeting. The annual meeting of the members shall be held on the date, at the place, and at the time, as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen months after the last preceding annual meeting. The purpose of the annual meeting shall be to elect the Directors, and to transact any other business authorized to be transacted by the Members or stated in the notice of the meeting sent to the Members in advance thereof.

5.02. Special Meeting. Special meetings of the Members may be called at any time by the President, a majority of the Board of Directors, or on receipt by the Board of Directors of a written request of Members representing at least twenty percent (20%) of the total votes of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

5.03. Notice of Meeting. Notice of all meetings of Members shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove an officer of a member of the Board of Directors. Notices shall be prepared and delivered by or at the direction of the Secretary, and may be delivered either personally or by mail to a Member at the address given to the Board of Directors by said Member, or to the Member's Unit if no such address has been given to the Board of Directors. Notice of the annual meeting and special meetings shall be mailed or delivered to each Member not less than ten (10) days prior to the meeting. No notices of annual or special meetings shall be mailed or delivered more than fifty (50) days prior to such meeting. A copy of the notice of any meeting of Members shall also be posted in a conspicuous place on the Condominium Property at least seven (7) days prior to the meeting. Proof of such notice shall be given by the affidavit of the person giving the notice.

5.04. Waiver of Notice. Any Member or mortgagee may waive the right to receive notice of the annual meeting by sending a written waiver to the Board of Directors. Notice of specific meetings may be waived before or after the meeting, orally or in writing. Attendance by a Member at an annual or special meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

5.05. Quorum. A quorum of Members for any meeting shall be deemed present throughout such meeting if Members, represented in person or by proxy, holding more than thirty-three percent (33%) of the votes entitled to be cast at such meeting are present at the beginning of such meeting, except as otherwise provided by law, by the Articles of Incorporation, by the Declaration of Condominium, or by the By-Laws.

5.06. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of members, a majority of those Members entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement of the meeting, until the requisite number of Members, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite

number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

5.07. Action Without Meeting. Any action which may be taken at a meeting of the Members may also be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the number of Members required to take such action at a meeting, and is filed with the Secretary of the Association.

5.08. Order of Business. The order of business at annual meetings of Members and, as far as practical, at all other meetings of Members, shall be:

Call to Order

Calling of the roll and certifying of proxies

Proof of notice of meeting or waiver of notice

Reading and disposal of any unapproved minutes

Reports of officers

Reports of committees

Election of Directors

Unfinished business

New business

Adjournment

5.09. Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Unit Owners or their authorized representatives.

5.10. Proviso. Provided, however, the Developer shall retain control of the Association in accordance with the terms and conditions of the Declaration.

ARTICLE VI MEMBER'S VOTING RIGHTS

6.01. Number of Votes. The number of votes to which each Unit is entitled is provided in the Declaration. The votes of a Unit shall not be disisable.

6.02. Vote Required to Transact Business. When a quorum is present, the holders of a majority of the voting rights present, in person or by proxy, shall decide any question brought before the meeting, unless the question is one on which, by express provision of the Act or the Condominium Documents, a different number or

manner of voting is required, in which case the express provision shall govern and control the decision in question.

6.03. Designation of Voting Member. If a Unit is owned by more than one (1) person, the person entitled to cast the vote or votes for the Unit may be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership, trust or other legal entity, the person entitled to cast the vote or votes for the Unit may be designated by a certificate of appointment signed by a duly authorized representative of the entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit involved. A certificate may be revoked by any Owner of an interest in the Unit.

6.04. Failure to Designate a Voting Member. If a Unit is owned by more than one (1) person and they do not designate a voting Member, the following provisions shall apply:

(1) If more than one such owner is present at any meeting, and they are unable to concur in a decision on any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, however, said vote or votes shall be included in the determination as to the present of, or lack thereof, of a quorum.

(2) If only one (1) such Owner is present at a meeting, that person shall be entitled to cast the vote or votes pertaining to the Unit.

(3) If more than one (1) such owner is present at the meeting, and they concur, any one such Owner may cast the vote or votes for the Unit.

6.05. Voting by Proxy. Votes may be cast in person or by proxy, as provided for in the Act. All proxies must be in writing, dated, signed by the Member generating the proxy, and filed with the Secretary of the Association before the appointed time of any meeting to which it applies. A Member may revoke a proxy at any time by delivering a written notice of revocation to the Association.

6.06. Conditional Proxy. The granting of a mortgage on a Unit by the Owner or Owner of the Unit shall be construed as conferring upon the Mortgagee a conditional proxy to cast the vote or votes attributable to such Unit at any regular or special meeting of the Association. The condition of such proxy shall be notice by such Mortgagee to the Association, in writing, of its intent to exercise the conditional proxy rights granted to it, as mortgagee, by the terms of this subparagraph. In the absence of such written notice, the Association shall be entitled to recognize the Unit Owner(s) votes attributable to their Unit. However, once such written notice is received by the Association,

the right of the Mortgagee to cast the vote or votes attributable to that Unit shall be recognized by the Association until the Mortgagee withdraws its intent to cast such votes, in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

ARTICLE VII BOARD OF DIRECTORS

7.01. Number. The affairs of the Association shall be managed by a Board of Directors, consisting of the number as may be selected by the Members, however the Board of Directors shall consist of no less than three (3) persons nor more than seven (7) persons.

7.02. Qualification. Except for Directors appointed by the Developer, each Director shall be a Unit Owner. If a Unit Owner is a trust, then the beneficiary of the trust may be a Director; and if a Unit Owner is a corporation or partnership, then an officer, partner or employee of such Unit Owner may be a Director. If a Director shall cease to meet such qualifications during his or her term, he or she shall cease to be a Director and his or her place on the Board of Directors shall be deemed vacant.

7.03. Appointment by Developer. The initial Board of Directors, as well as successor Directors, shall be appointed by the Developer/Declarant, and may be removed by the Developer/Declarant at any time. The Developer/Declarant shall have the right to appoint and remove Directors in accordance with the terms of the Declaration. The Directors appointed by the Developer need not be Unit Owners.

7.04. Nomination for Election. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting of Members or at any other meeting of Members called for the purpose of electing Directors. Nominations shall also be made by a nominating committee appointed by the Board of Directors prior to the annual meeting of the Members or prior to any other meeting of Members called for the purpose of electing Directors.

7.05. Initial Election of Directors. At such time as the Unit Owners are entitled to elect one (1) or more Directors, in accordance with the terms of the Act, the Association shall call a meeting of the Members to elect the Director. The Association shall give not less than ten (10) days nor more than fifty (50) days notice of the meeting to each Member. The meeting may be called and the notice may be given by any Unit Owner if the Association fails to do so. The election shall be conducted in the manner specified in Paragraph 7.06. of these By-Laws.

7.06. Election of Directors. Directors shall be elected at the annual meeting of Members. The election

shall be by secret ballot (unless dispensed with by unanimous consent), and each Member shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

7.07. Term. Each Director elected by the Members shall hold office until the next annual meeting of Members, and until his or her successor shall be elected and qualified, or until said Directors resigns or is removed in any manner provided elsewhere in these By-Laws. Each Director appointed by the Developer shall hold office until he or she resigns, is removed by the Developer or his or her term expires as provided for in these By-Laws and in the Declaration.

7.08. Vacancies. Any vacancy in the position of a Director elected by the Members of the Association shall be filled by a majority vote of the remaining Directors, and any Director so elected shall hold office for a term equal to the un-expired term of the Director whom he or she succeeds. Any vacancy in the position of a Director appointed by the Developer shall be filled by the Developer, except as provided in the Act.

7.09. Removal. Any Director may be removed for cause by the concurrence of two-thirds (2/3) of the votes of the Association in accordance with the provisions of the Act. The vacancy in the Board of Directors so created shall be filled by the Members at the same meeting.

7.10. Compensation. A Director shall not receive any compensation for any service he may render to the Association as a Director; provided, however, that any Director may be reimbursed for actual out-of-pocket expenses incurred by said Directors in the performance of his or her duties.

7.11. Proviso. Provided, however, the Developer shall retain control of the Association in accordance with the terms and conditions of the Declaration.

ARTICLE VIII MEETINGS OF DIRECTORS

8.01. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place, and at such time and date as the Board of Directors shall designate. Notice of the regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least fourteen (14) days prior to the meeting.

8.02. Special Meetings. Special meetings of the Directors may be called by the President at any time, and must be called by the President or Secretary at the written request of a majority of the Directors. A notice of the

meeting stating the time, place and purpose of the meeting shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the meeting.

8.03. Open Meetings. All meetings of the Board of Directors shall be open to all Members of the Association, and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours prior to the meeting, except in the event of an emergency.

8.04. Waiver of Notice. Any Director may waive notice of a meeting either before or after the meeting, or may consent to the holding of a meeting without notice. Attendance by any Director at a meeting shall constitute waiver of notice of that meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

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

8.06. Action Without Meeting. Any action permitted or required to be taken at a meeting of the Directors may be taken without a meeting if written consent setting forth the action so taken shall be signed by all the Directors, and filed with the minutes of the proceedings of the Board of Directors.

8.07. Presiding Officer. The presiding officer of the Directors' meeting shall be the President. In the absence of the President, the Directors present shall designate one (1) of their number to preside.

8.08. Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a minute book available for inspection by Unit Owners, or their authorized representatives or by Directors at any reasonable time.

8.09. Order of Business. The order of business at Directors' meetings shall be:

Call of Roll

Proof of due notice of meeting

Reading and disposal of unapproved minutes

Reports of Officers and Committees

Election of Officers

Unfinished business

New business

Adjournment

ARTICLE IX POWERS AND DUTIES OF THE DIRECTORS

9.01. Specific Powers. The Board of Directors shall have the power to exercise all powers, duties and authority vested in the Association by the Act, the Declaration, or these By-Laws, except for such powers and duties reserved thereby to the Members or the Developer. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- (1) To elect and remove officers of the Association as hereinafter provided.
- (2) To administer the affairs of the Association and the Condominium Property.
- (3) To maintain bank accounts on behalf of the Association and to designate signatories required therefor.
- (4) To sell, lease, mortgage or otherwise deal with Units acquired by the Association.
- (5) To pay the cost of all taxes and utilities assessed against the Condominium that are not assessed and billed to the owners of individual Units.
- (6) To borrow money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Elements and Limited Common Elements, provided, however, that the consent of a least two-thirds (2/3) of the votes of the Members, obtained at a meeting duly called and held for such purpose in accordance with the provision of these By-Laws, shall be required for the borrowing of such money.
- (7) To estimate the amount of the annual budget and to make, levy, enforce and collect Assessments against Unit Owners to defray the costs, expenses and losses for the Condominium, and to provide adequate remedies for failure to pay such Assessments.
- (8) To use the proceeds of Assessments in the exercise of its powers and duties.
- (9) To maintain, repair, replace and operate the Condominium Property, including the 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 project and 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 Project.

(10) To purchase insurance on the Property, and to purchase insurance for the protection of the Association and the Members of the Association, and the Members of the Board of Directors and Officers of the Association.

(11) To reconstruct improvements after casualty and to further improve the Property.

(12) To make and amend reasonable Rules and Regulations respecting the use of the Property and the operation of the Condominium.

(13) To enforce by legal means the provisions of the Act, the Declaration, the Articles of Incorporation, these By-laws and the Rules and Regulations for the use of the Property.

(14) To contract for the management of the Property and to delegate to such managing agent all powers and duties of the Association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the Association.

(15) To contract for the management or operation of portions of the Common Elements of the Condominium susceptible to separate management or operation, and to lease such portions.

(16) To retain attorneys and accountants.

(17) To employ personnel to perform the services required for proper operation of the Condominium.

(18) Except as prohibited in the Declaration or the Act, to purchase a Unit of the Condominium for the purposes authorized in the Declaration.

(19) To maintain a class action and to settle a cause of action on behalf of owners 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 such elements serving only one (1) Unit; and to bring an action and to settle the same on behalf of two (2) or more of the Owners, as their respective interests may appear, with respect to any cause of action relating to the Common Elements or more than one (1) Unit; all as the Board of Directors deems advisable.

(20) To procure such fidelity bonds, as the Board of Directors deems advisable, covering officers and employees of the Association handling and responsible for the Association's funds and personal property, and to procure Directors' and Officers' liability insurance, if the Board deems it advisable, and the premiums of such bonds and insurance shall be paid by the Association as Common Expenses.

9.02. Committees. The Board of Directors may, by resolution, appoint such committees as deemed appropriate in carrying out its purpose, and such committees shall have the powers of the Board of Directors for the management of the affairs and business of the Association to the extent provided in the resolution designating such a committee. Any such committee shall keep regular minutes of its proceedings and shall report the same to the Board of Directors.

9.03. Managing Agent. The Board of Directors shall be authorized to employ the services of a manager or managing agent, who may either be a Director, Officer or employee of the Association, or an independent person or firm qualified to manage the Property and affairs of the Condominium under the supervision of the Board of Directors. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the Board of Directors.

ARTICLE X OFFICERS

10.01. Election. The executive officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer. The officers shall be elected annually by the Board of Directors. Any two (2) or more offices may be held by the same person, except the President shall not also be the Secretary. All executive officers shall be elected from the duly elected or appointed Board Members.

10.02. Term. Each officer shall hold office for the term of one (1) year and until his or her successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

10.03. Special Appointments. The Board of Directors may appoint such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

10.04. Resignation and Removal. Any Officer may be removed from office either with or without cause by the vote of a majority of the Directors present at any meeting. Any Officer may resign at any time by giving written notice to the Board of Directors. Such resignation shall take effect on the date of receipt or at any later time

specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

10.05. Vacancies. A vacancy in any office shall be filled by a majority vote of the Directors at any meeting. An Officer elected to fill a vacancy shall hold office for term equal to the un-expired term of the Officer he or she succeeds.

10.06. Compensation. An Officer shall not receive any compensation for any service he may render to the Association as an Officer; provided, however, that any Officer may be reimbursed for actual out-of-pocket expenses incurred by said Officer in the performance of his or her duties.

10.07. Duties of the President. The President, who shall be a Director, is the Chief Executive Officer of the Association, and shall have all of the powers and duties that are usually vested in the office of President of a condominium association, including but not limited to the following powers:

- (1) To preside over all meetings of the Members and of the Board of Directors.
- (2) To sign as President all deeds, contract, and other instruments that have been duly approved by the Board.
- (3) To call meetings of the Board whenever he deems it necessary in accordance with the Rules.
- (4) To have the general supervision, direction and control of the affairs of the Association.
- (5) To, along with the Secretary, prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

10.08. Duties of the Vice-President. The Vice-President, who shall be a Director, shall have all of the powers and duties that are usually vested in the office of Vice-President of a condominium association, including but not limited to the following powers:

- (1) To perform the duties and exercise the powers of the President, in the absence or disability of the President.
- (2) To assist the President in the exercise of his or her powers and the performance of his or her duties.

10.09. Duties of the Secretary. The Secretary, who shall be a Director, shall have all of the powers and

duties that are usually vested in the secretary of a condominium association, including but not limited to the following powers:

- (1) To keep a record of all meetings and proceedings of the Board of Directors and of the Members.
- (2) To keep the seal of the Association, if any, and affix it on all papers requiring said seal.
- (3) To prepare and serve such notices of meetings to the Board of Directors and the Members required either by law or by these By-Laws.
- (4) To keep current records showing the Members of the Association together with their addresses.
- (5) To sign as Secretary all deeds, contracts and other instruments which have been duly approved by the Board of Directors, if said instrument requires a second Association signature.
- (6) To, along with the President, prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

10.10. Duties of the Treasurer. The Treasurer shall be the financial officer of the Association, and shall have all powers and duties that are usually vested the treasurer of a condominium association, including but not limited to the following powers:

- (1) To receive and deposit in such bank or banks as the Board of Directors may from time to time direct, all of the funds of the Association.
- (2) To be responsible for and supervise the maintenance of books and records to account for such finds and other Association assets.
- (3) To disburse and withdraw said funds as the Board of Directors may from time to time direct, and in accordance with prescribed procedures.
- (4) To prepare and distribute the financial statements for the Association.
- (5) To prepare a record of all receipts and expenditures.
- (6) To prepare an account for each Unit, setting forth any shares of Common Expenses or other charges due, the due dates thereof, the present balance due and any interest in Common Surplus.

ARTICLE XI
FISCAL MANAGEMENT

11.01. Fiscal Year. The fiscal year of the Association shall be such as shall from time to time be established by the Association.

11.02. Annual Budget. The Board of Directors shall adopt a budget for each fiscal year in accordance with the Act. The annual budget of the Association shall be detailed and shall show the amounts budgeted by accounts and expense classifications. Expenses shall be estimated for each category and item of the Common Expenses. The budget shall also include reserve accounts for capital expenditures, deferred maintenance, reserves and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The budget shall also set forth each Unit Owner's proposed Assessment for Common Expenses. Copies of the budget and proposed Assessments shall be transmitted to each Member in accordance with the Act.

11.03. Adoption of the Annual Budget. The Board of Directors shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the Association. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board of Directors shall provide a copy of the budget to all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) days nor more than thirty (30) days after delivery or mailing of the proposed budget to the Unit Owners. Unless at that meeting a majority of all the Unit Owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board of Directors. The Board of Directors shall furnish copies of the final annual budget to each Unit Owner within thirty (30) days after the adoption.

11.04. Assessments. Assessments for Common Expenses shall be made in accordance with the Declaration, the Act and these By-Laws. Assessments shall be collected by the Association on a monthly basis as follows: On or before the first (1st) day of each month of the fiscal year for which the Assessments are made, each Unit Owner shall pay one-twelfth (1/12th) of his share of the Common Expenses for such year as shown by the annual budget. The assessments of the Common Expenses shall be as set forth in the Declaration, but the yearly assessment for Common Expenses each Unit Owner shall be in proportion to his or her respective ownership

interests in the Common Elements. The Board of Directors may cause to be sent to each Unit Owner, on or before the first (1st) day of each month, a statement of the monthly Assessment. However, the failure to send or receive such monthly statement shall not relieve the Unit Owner of his or her obligation to make timely payment of the monthly Assessment. If the Board of Directors shall not approve an annual budget or shall fail to determine new monthly Assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay the amount of his or her monthly Assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his or her Assessment by abandonment of his or her Unit or lack of use of the Common Elements or Limited Common Elements. The collection for Assessments shall begin at such time as the first (1st) Unit is conveyed by the Developer.

11.05. 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 Elements and those Limited Common Elements which the Association may be obligated to maintain. The fund shall be maintained out of regular Assessments.

11.06. Depository. The depository of the Association shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Directors.

11.07. Lien for Expenses. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or other Assessment or fine imposed against the Unit Owner when due, the amount due, together with costs, reasonable attorney's fees, and interest thereon at the maximum percentage rate as may then be permitted under the Laws of the State of Alabama, from and after the date said Common Expenses or other Assessments or fines become due and payable in accordance with applicable law, shall constitute a lien on the interest of the Unit Owner in the Property.

11.08. Priority of Lien. Any lien of the Owners Association shall be the subject to the rules of priority as stated in the Declaration and other applicable state laws.

11.09. Acceleration of Assessment Installments. In accordance with the provisions of the Act, if an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment

thereof becomes due.

11.10. Default.

(1) In the event a Unit Owner does not pay any sums, charges or Assessments required to be paid to the Association within thirty (30) days from the due date, the Association may foreclose the lien encumbering the Unit created by non-payment of the required moneys in the same fashion as mortgage liens on real estate are foreclosed; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Unit Owner and to all persons having a mortgage lien or other interest of record. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association shall have the right to bid in the Unit at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may bring suit to recover a money judgment, brought by or on behalf of the Association against a Unit Owner, and the losing defendant shall pay the cost thereof, together with a reasonable attorney's fee.

(2) If the Association becomes the Owner of a Unit by reason of foreclosure, the Association shall offer said Unit for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the re-sale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees, abstract or title insurance costs, and expenses necessary for the repairing and refurbishing of the Unit in question. All moneys remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit in question.

11.11. Supplemental Assessments. If during the course of any fiscal year, it shall appear to the Board of Directors that the monthly Assessments, as determined in the annual budget, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each Unit Owner, and thereupon a supplemental Assessment shall be made to each Unit Owner for his or her proportionate share of the supplemental budget.

11.12. Annual Statement. Within sixty (60) days after the end of each fiscal year, the Board of Directors shall cause to be furnished to each Unit Owner, a statement for the year so ended showing the receipts and expenditures of the Association, and such other information as the Board of Directors may deem desirable. If the

condominium consists of fifty (50) or more Units, the Association shall make an audited statement for the preceding fiscal year (if the project has been established for a full fiscal year) available to the holder, insurer or guarantor of any first (1st) mortgage that is secured by a Unit in the Condominium on submission of a written request for it. Said audited financial statement shall be available within one hundred twenty (120) days of the Owners' Association fiscal year end. If the Condominium consists of fewer than fifty (50) Units and there is no audited statement available, the Project documents must allow any mortgage holder to have an audited statement prepared at its own expense.

11.13. Accounting Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the requirements of the Act. The Board of Directors shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each Unit showing the Assessments or other charges due, the due dates thereof, the present balance due, and any interest in common surplus. Such records shall be open to inspection by Unit Owners and their authorized agents at reasonable times.

11.14. Information. The Association shall be required to make available to Unit Owners, lenders, and to holders, insurers or guarantors of any first (1st) mortgage, current copies of the Declaration, By-Laws or other Rules and Regulations concerning the Project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. In addition to the above, any holder of a first mortgage is entitled, upon written request, to a financial statement for the immediately preceding fiscal year.

11.15. Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any manager handling or responsible for Association funds and from any employee, agent or subcontractor of a manager handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of one hundred fifty percent (150%) of the total annual Assessments against Members for recurring expenses. The premiums on such bonds shall be paid by the Association.

11.16. 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 of 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 sixty (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 Owner's Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

ARTICLE XII OWNER OBLIGATIONS AND COVENANTS

12.01. Assessment. Every Owner of a Unit in the Condominium shall contribute pro rata toward the expense of administration, maintenance, alteration, repair and improvement of the Condominium, as provided in the Articles, the Declaration or these By-Laws. Each Assessment against a Unit shall also be the personal obligation of the Owner at the time the Assessment fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors, or required by applicable law.

12.02. Maintenance and Repair. Every Owner of a Unit in the Condominium shall promptly perform all maintenance and repair work, as provided for in the Articles of Incorporation, the Declaration or these By-Laws. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any Common Areas or facilities damaged through the Owner's fault.

12.03. Use. The Condominium Property shall be utilized in accordance with the provisions of the Declaration, these By-Laws and the Rules and Regulations of the Association.

ARTICLE XIII RULES AND REGULATIONS

13.01. Rules and Regulations. The Board of Directors may from time to time adopt, modify, amend or add to the Rules and Regulations concerning the use of the Condominium Property; provided, however, that a majority of the Members may overrule the Board of Directors with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof. Copies of such Rules and Regulations, or any amendments, additions or modifications, shall be delivered to each Unit Owner not less than fourteen (14) days

prior to the effective date thereof. No Rule or Regulation that is in conflict with the Condominium Documents shall be adopted.

ARTICLE XIV AMENDMENTS TO THE BY-LAWS

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

14.02. Adoption. Except in the cases where this document may be amended by Developer/Declarant under the terms hereof or the Act, By-Laws may be altered, amended or appealed or new By-Laws may be adopted by the affirmative vote or agreement of Unit Owners or Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. In addition, amendments of a material nature (as defined below) must be agreed to by eligible mortgage holders (as defined below) who represent at least fifty one percent (51%) of the votes of Unit that are subject to mortgages held by eligible holders. Eligible mortgage holders are those holders of a first(1st) mortgage on a Unit who have submitted a written request that the Owners' Association notify them on any proposed action requiring the consent of a specific percentage of eligible mortgage holders. Amendments of a material nature include a change to any of the provisions governing the following:

- voting rights;
- increases in Assessments that raise the previously assessed amount by more than twenty-five percent (25%), Assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair and replacement of Common Elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or Limited Common Elements, or rights to their use;
- redefinition of any Unit boundaries;
- convertibility of Units into Common Elements or vice versa;
- Expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on the leasing of Units;
- imposition of any restrictions on the right of a Unit Owner to sell or transfer his or her unit;

- a decision by the Owners' Association of a project that consists of fifty (50) or more Units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Implied consent and approval may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

14.03. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted to the Developer without the consent of the Developer. No amendment that is in conflict with the Articles of Incorporation, the Declaration or the Act shall be adopted.

14.04. Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with the Act.

ARTICLE XV MISCELLANEOUS

15.01. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of gender shall be deemed to include all genders.

15.02. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws or the intent of any provision hereof.

15.03. Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Act, the Declaration or these By-Laws.

15.04. Conflicts. In the event of any conflict between the provisions of these By-Laws and the Declaration, the Declaration shall govern, except to the extent the Declaration is inconsistent with the Act.

15.05. Compliance. These By-Laws are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and the Alabama Uniform Condominium Act of 1991 and shall be considered an appendage to the Declaration filed prior hereto in accordance with said Acts. In case any of these By-Laws conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the Acts will apply.

This Instrument Prepared by:
G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 02.4755

Instrument 852526 Page 75 of 113

EXHIBIT "C"

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM

OF

ISLAND TOWER, A CONDOMINIUM

FRACTIONAL OWNERSHIP INTEREST IN COMMON ELEMENTS
 (RESPECTIVE SHARE OF EACH UNIT)

AND

NUMERICAL VALUE OF VOTE TO
 WHICH EACH UNIT IS ENTITLED

<u>UNIT NUMBER</u>	<u>FRACTIONAL OWNERSHIP INTEREST IN COMMON ELEMENTS (Respective share of each Unit)</u>	<u>NUMERICAL VALUE OF VOTE TO WHICH UNIT IS ENTITLED</u>
501	1/66	1
502	1/66	1
503	1/66	1
601	1/66	1
602	1/66	1
603	1/66	1
701	1/66	1
702	1/66	1
703	1/66	1
801	1/66	1
802	1/66	1
803	1/66	1
901	1/66	1
902	1/66	1
903	1/66	1
1001	1/66	1
1002	1/66	1
1003	1/66	1
1101	1/66	1
1102	1/66	1
1103	1/66	1
1201	1/66	1
1202	1/66	1
1203	1/66	1

1301	1/66	1
1302	1/66	1
1303	1/66	1
1401	1/66	1
1402	1/66	1
1403	1/66	1
1501	1/66	1
1502	1/66	1
1503	1/66	1
1601	1/66	1
1602	1/66	1
1603	1/66	1
1701	1/66	1
1702	1/66	1
1703	1/66	1
1801	1/66	1
1802	1/66	1
1803	1/66	1
1901	1/66	1
1902	1/66	1
1903	1/66	1
2001	1/66	1
2002	1/66	1
2003	1/66	1
2101	1/66	1
2102	1/66	1
2103	1/66	1
2201	1/66	1
2202	1/66	1
2203	1/66	1
2301	1/66	1
2302	1/66	1
2303	1/66	1
2401	1/66	1
2402	1/66	1
2403	1/66	1
2501	1/66	1
2502	1/66	1
2503	1/66	1
2601	1.5/66	1.5
2602	1.5/66	1.5

EXHIBIT "D"

**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM**

OF

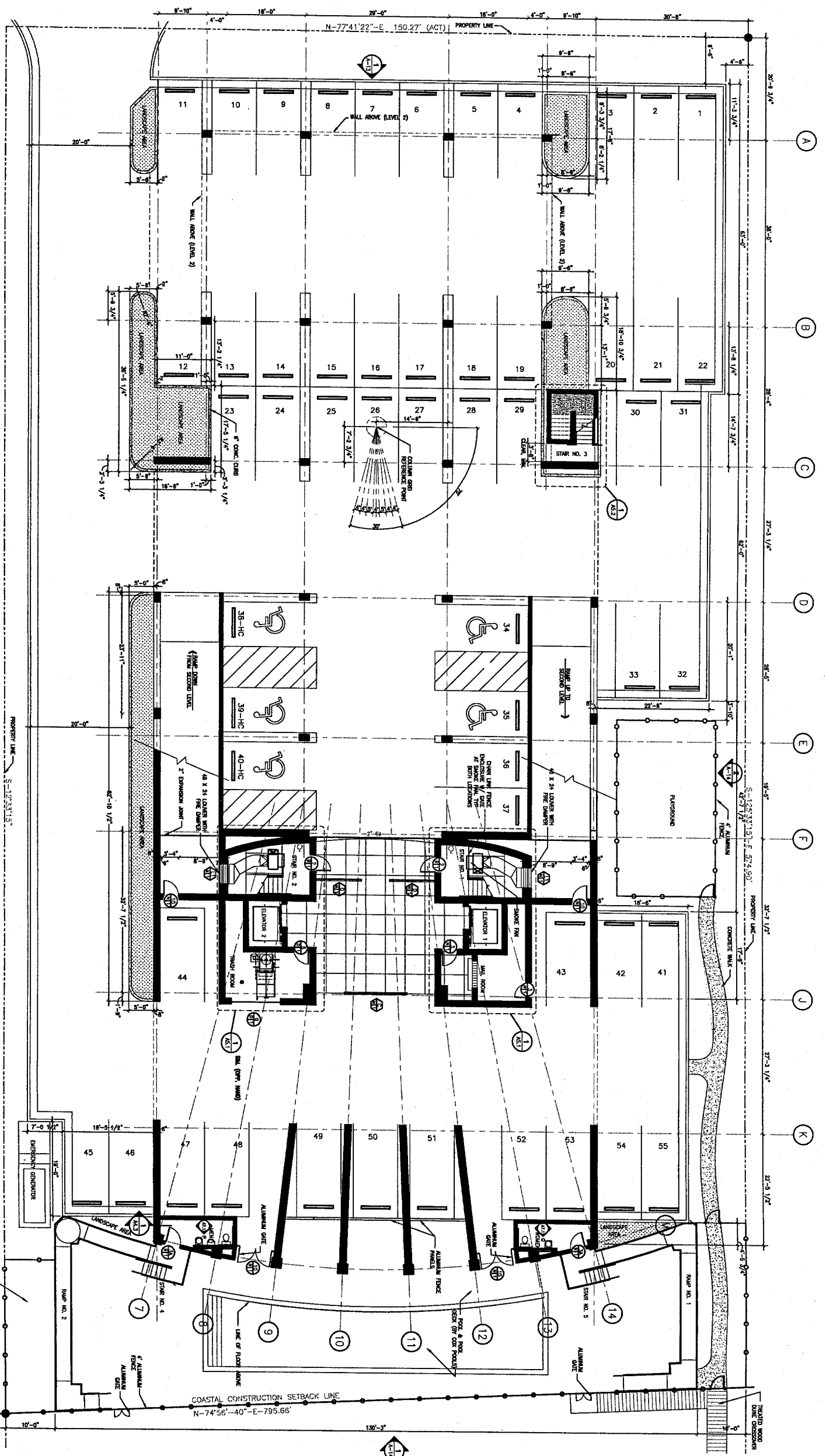
ISLAND TOWER, A CONDOMINIUM

Plats and plans recorded on _____

CERTIFICATION

The undersigned, Finley R. Skocdopole, a Registered Architect in the State of Alabama, Registration Number 3983, hereby certifies that all structural components and mechanical systems of all buildings containing or compromising any Units of Island Tower, a Condominium, as described in the Declaration are substantially completed in accordance with the Plans, and further do certify that each of the Units as described in the Declaration are substantially completed and further certify that the Plats or Plans attached hereto, consisting of pages A-1 through A-34, inclusive contain all information required by §35-8A-209, Code of Alabama (1975), as amended.

A handwritten signature in cursive script, reading "Finley R. Skocdopole", written over a horizontal line.



GROUND LEVEL PLAN
SCALE: 1/8" = 1'-0"

ARCHITECTURAL NOTES

1. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
2. ALL INTERIOR DOORS SHALL BE 2' 0" WIDE FROM FINISH FACE OF STUD WALL AND 6' 0" FROM FINISH FACE OF STUD WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL CORROBORATE THE LOCATION OF EXISTING BLOOMING IN WALLS TO RECORD CORRECTLY, INCLUDING TOILET ACCESSORIES, ETC.
4. PROVIDE SCHEDULED SCHEDULE BOARD AT ALL BATHROOMS.
5. TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
6. PROVIDE "KICKER" MOLDINGS ALONG FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
8. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
9. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
10. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
11. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.
12. REFER TO THE ARCHITECTURAL NOTES FOR THE BUILDING PERMIT APPLICATION.

ARCHITECTURAL NOTES

NOTE:
SEE STRUCTURAL DRAWINGS FOR
DIMENSIONS AND LOCATIONS OF CAST
CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY
ARCHITECT OF ANY DISCREPANCIES IN
DIMENSIONS BETWEEN ARCHITECTURAL AND
STRUCTURAL DRAWINGS.

LEGEND

INDICATES LANDSCAPE PLANTING BED

INDICATES PARKING AREA STRIPING PER ADA GUIDELINES

DATE	REV.	REVISION DESCRIPTION
APRIL 9, 2003		
DRAWN BY:	J.E., G.W., K.K.	
PROFESSION:	H.D., G.K., G.Y.	
PROJECT ARCHITECT:	ARCHITECTURE	
PROJECT ARCHITECT:	RICHARD R. HILTON	
ALABAMA PROJECT NUMBER:	200244	

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
181 N. BELTLINE HWY.
MOBILE, AL 36688
Telephone: (251) 943-4388 • Fax: (251) 943-8802

SHEET TITLE
GROUND
LEVEL PLAN
A-1

THIRD LEVEL
PLAN

SHEET TITLE

DATE: APRIL 8, 2003
DRAWN BY: J.E. G.W. K.K.
PROJECT ARCHITECT: HATCH MOTT MACDONALD
PROJECT NUMBER: 2003044

REVISION DESCRIPTION

ISLAND TOWER
CONDOMINIUMS
GULF SHORES, ALABAMA

Hatch Mott
MacDonald
Architects
Engineers
181 N. BELLINGHAM
MOBILE, AL 36682
Telephone: (251) 343-0300 • Fax: (251) 343-0022

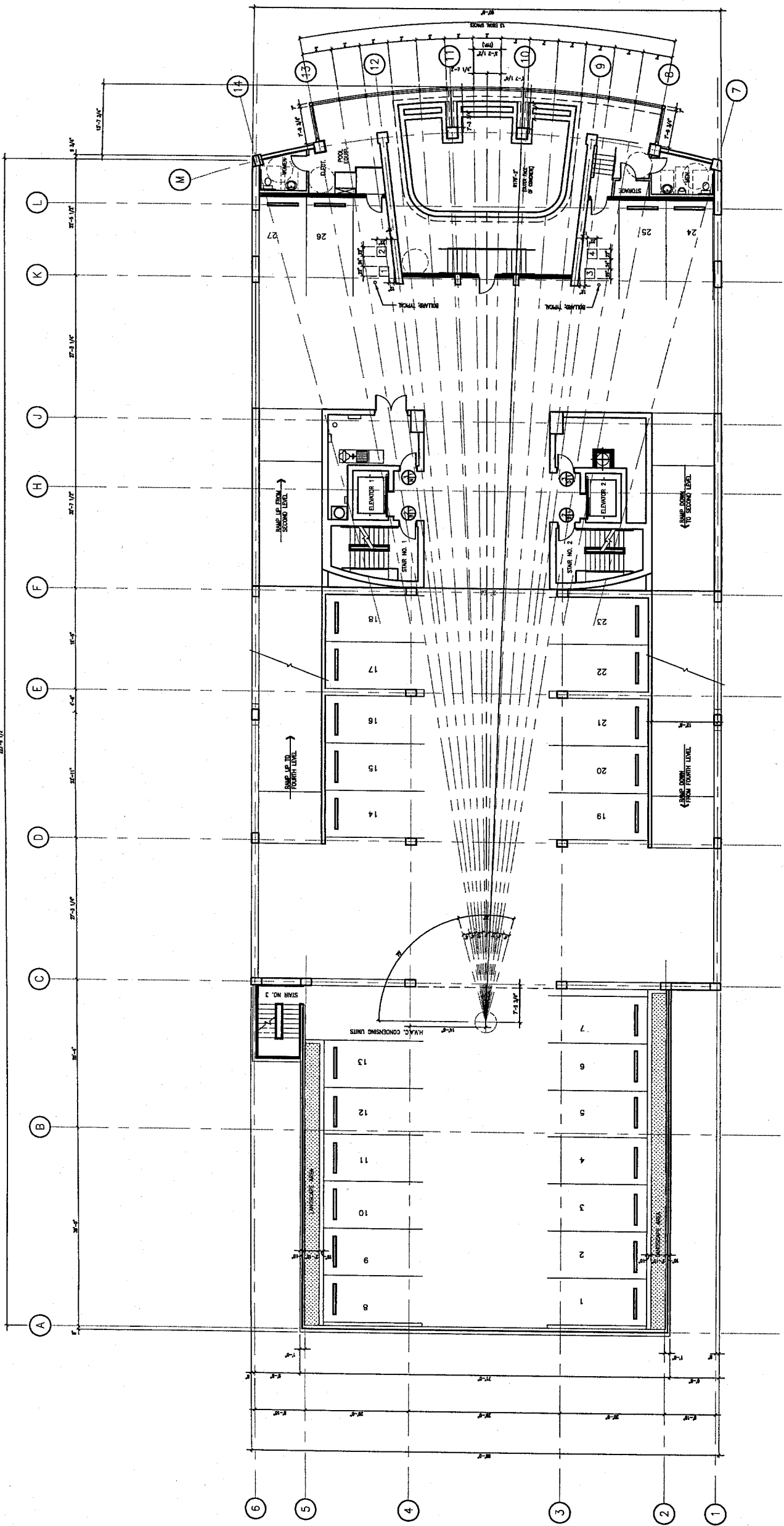
- ARCHITECTURAL NOTES**
1. METHOD FOR UNDERPINNING WALLS AND FOUNDATIONS:
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT BARS AND CONCRETE.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT BARS AND CONCRETE.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT BARS AND CONCRETE.
- EXISTING FOUNDATION SHALL BE REINFORCED WITH STEEL REINFORCEMENT BARS AND CONCRETE.
 2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF EXISTING WALL AND 8" OFFSET FROM FINISH OF EXISTING WALL.
- ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF EXISTING WALL AND 8" OFFSET FROM FINISH OF EXISTING WALL.
 3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RESERVE CABINETS, SHELVE, TOILET ACCESSORIES, ETC.
- GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RESERVE CABINETS, SHELVE, TOILET ACCESSORIES, ETC.
 4. PROVIDE SCHEDULED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS UNLESS NOTED OTHERWISE.
- PROVIDE SCHEDULED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS UNLESS NOTED OTHERWISE.
 5. WORD "ALUM" INDICATES ALUM FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
- WORD "ALUM" INDICATES ALUM FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
 6. WORD "TYP" INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE ETC.
- WORD "TYP" INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE ETC.
 7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
- REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
 9. ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
- ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
 10. DETAILS LABELED "TYPICAL" ON THE DRAWINGS APPLY TO ALL SIMILAR DETAILS UNLESS NOTED OTHERWISE.
- DETAILS LABELED "TYPICAL" ON THE DRAWINGS APPLY TO ALL SIMILAR DETAILS UNLESS NOTED OTHERWISE.
 11. REFER TO USE SAFETY SHEET AS FOR TYPES AND LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND MEANS OF EGRESS.
- REFER TO USE SAFETY SHEET AS FOR TYPES AND LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND MEANS OF EGRESS.
 12. NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE "ASSIGNED" TO ANY UNIT.
- NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE "ASSIGNED" TO ANY UNIT.

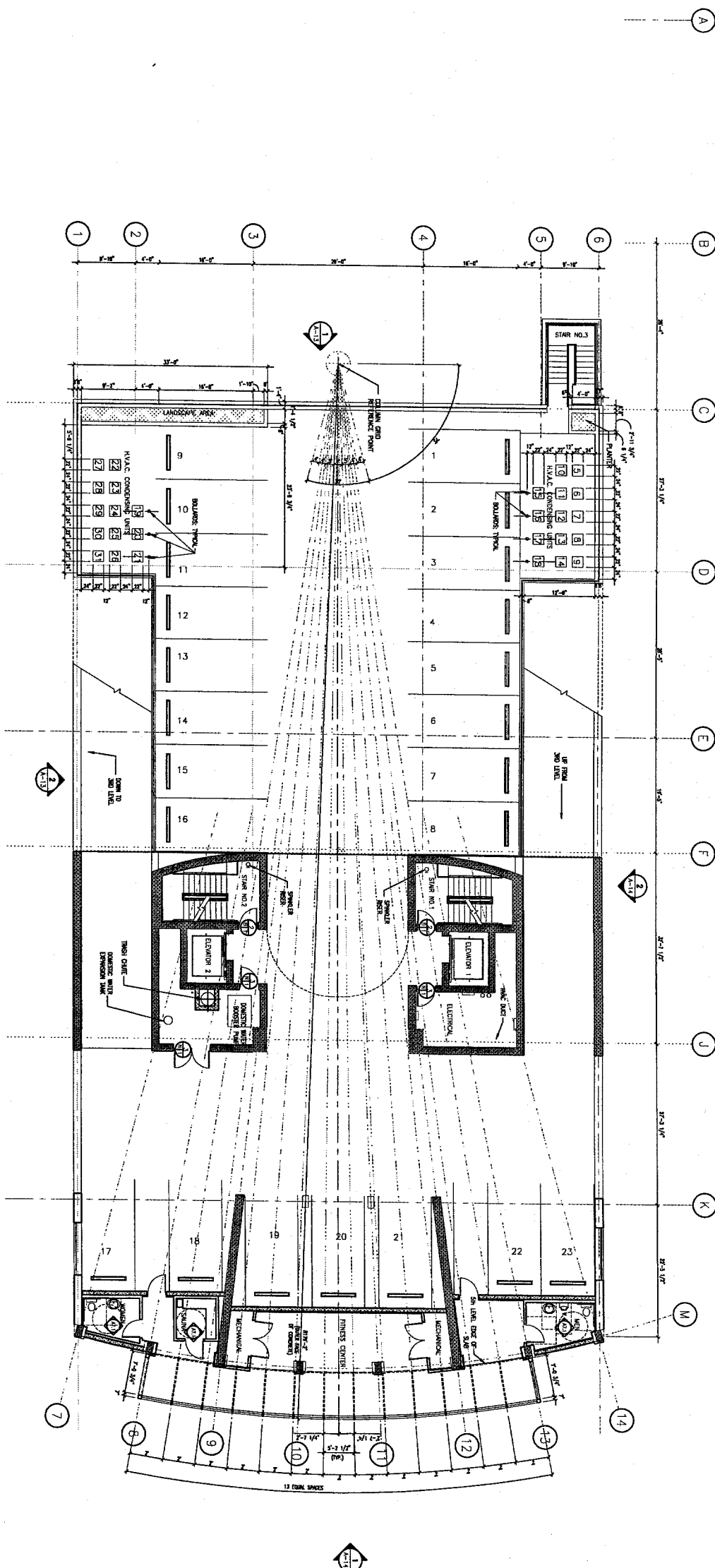
LEGEND

INDICATES LANDSCAPE PLANTING BED
PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

NOTE:
SEE STRUCTURAL DRAWINGS FOR DIMENSIONS AND LOCATIONS OF CAST CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES IN DIMENSION BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS.

1 THIRD LEVEL PLAN
SCALE: 1/8" = 1'-0"





FOURTH LEVEL PLAN
SCALE: 1/8"=1'-0"

NOTE:
SEE STRUCTURAL DRAWINGS FOR
DIMENSIONS AND LOCATIONS OF CAST
CONCRETE WALLS, COLUMNS, SLABS, ETC.
CONTRACTOR SHALL IMMEDIATELY NOTIFY
ARCHITECT OF ANY DISCREPANCIES IN
DIMENSION BETWEEN ARCHITECTURAL AND
STRUCTURAL DRAWINGS.

ARCHITECTURAL NOTES

1. METHOD OF DIMENSIONING WALLS AND OPENINGS:
- EXTERIOR FINISH WALL FACE OR CENTER OF OPENING.
- EXTERIOR FINISH WALL FACE OR CENTER OF OPENING.
- EXTERIOR FINISH WALL FACE OR CENTER OF OPENING.
- EXTERIOR FINISH WALL FACE OR CENTER OF OPENING.
- EXTERIOR FINISH WALL FACE OR CENTER OF OPENING.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL
AND 0" OFFSET FROM CHASE WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTINUATION SHALL, COORDINATE THE LOCATION OF REQUIRED
BLOCKING IN WALLS TO RECEIVE COLUMNS, SHELVING, TOILET ACCESSORIES, ETC.
4. PROVIDE SCHEDULED SUBSTITUTION BOARD AT ALL BATHROOMS
TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WORD "WALL" INDICATES ALUMINUM FINISH FACE OF WALL, UNLESS NOTED
OTHERWISE.
6. WORD "FLOOR" INDICATES FLOOR FINISH FACE OF FLOOR, UNLESS NOTED
OTHERWISE.
7. REFER TO CHASE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS
FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL PENETRATIONS THROUGH THE ASSEMBLY SHALL HAVE
APPROPRIATE FRESHING.
10. DETAILS LABELED "TYPICAL" OR "ON THE DRAWING" ARE
SPECIALLY LABELED "ON THE DRAWING" ARE SPECIALLY LABELED "ON THE DRAWING".
THEY ARE LABELED IN ALL LOCATIONS, QUESTIONING REQUIREMENTS
SHOULD BE REFERRED TO THE ARCHITECT FOR CLARIFICATION.
11. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS
OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND
WAYS OF ESCAPE.
12. DIMENSIONED FINISH SPACES ARE FOR REFERENCE PURPOSES ONLY; NO
SPACES ARE ASSIGNED TO FINISH.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PRINTED FINISH ASSESSMENT PER FINISH GUIDELINES

ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA		Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (251) 243-4288 • Fax: (251) 243-4802	
DATE: APRIL 8, 2003 DESIGNED BY: J.E. G.W. K.K. DRAWN BY: J.E. G.W. K.K. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD A. HILTON H.M.M.A. PROJECT NUMBER: 200344		DATE: REV. REVISION DESCRIPTION	
SHEET NUMBER: A-4		SHEET TITLE: FOURTH LEVEL PLAN FITNESS CENTER	

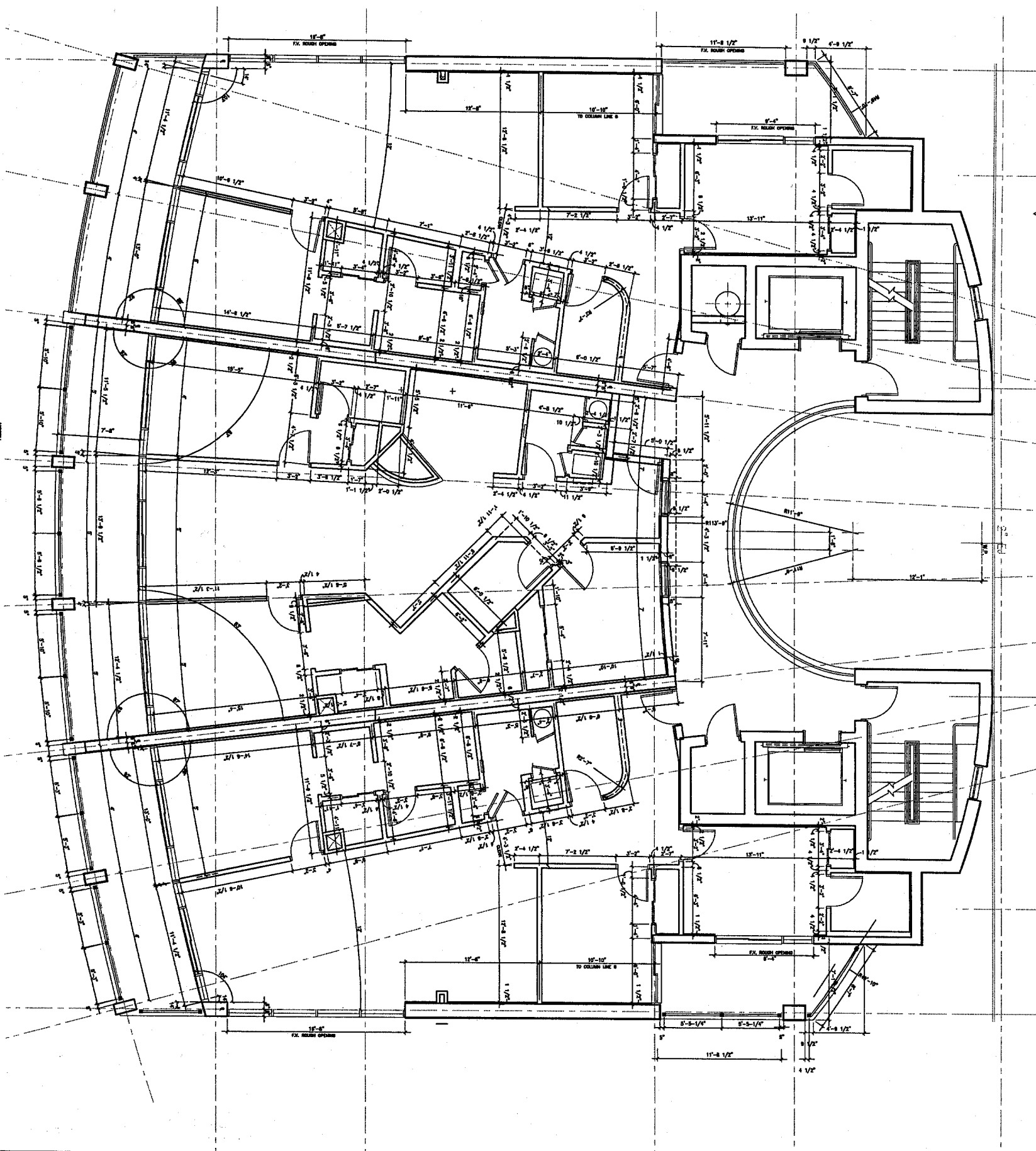
This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

 **Hatch Mott MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4380 • Fax: (251) 343-6902

1. METHOD FOR ACCESSING WALLS AND CEILING:
 - a. EXTENSION DIAL SHALL FACE OF STUDIOS AND CENTER OF DRAWING.
 - b. ACCESS SHALL BE THROUGH THE CENTER OF DRAWING.
 - c. UNLESS WALL OR CEILING IS COMPOSED OF STONE.
2. ALL WORKING GROUPS SHALL BE 4' OFFSET FROM PERIMETER OF STUD WALL AND 6' OFFSET FROM WALL SHALL UNLESS WALL NOT OTHERWISE.
3. GENERAL CONSTRUCTION SHALL COMPLEMENT THE LOCATION OF RECORDED RECORDING IN WALLS TO REVEAL CORNERS, ARCHES, TOLLET ACCESSORIES, ETC.
4. PROVIDE SUSTAINABLE BOARD AT ALL BUILDINGS.
5. TOLLET ROOMS AND JANITOR ROOMS UNLESS NOT OTHERWISE.
6. WORK "ALIGHT" INDICATES ALIAS FIRST FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. WORK "TYPE" INDICATES FULLY RECESSED RE-ENGINEERED CABINET W/ THE EXTENSION DIAL.
8. REFER TO CAD, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
9. REFER TO CORDER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
10. ALL OPERATIONS THROUGH THE ASSOCIATED WALL HAVE APPROPRIATE PERMITTING.
11. DETAILS USED THROUGH TYPICAL STRUTS ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE DETAIL SHOWN. THE DETAIL SHOWN DOES NOT IMPLY THAT THE WALL OR CEILING IS COMPOSED OF STONE. THE DETAIL SHOWN DOES NOT IMPLY THAT THE WALL OR CEILING IS COMPOSED OF STONE. THE DETAIL SHOWN DOES NOT IMPLY THAT THE WALL OR CEILING IS COMPOSED OF STONE.
12. UNLESS OTHERWISE SPECIFIED, THE DIMENSIONS SHOWN ON THE DRAWINGS ARE ASSUMED TO BE IN INCHES.

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES



1 TYPICAL FLOOR PLAN

DATE:	APRIL 8, 2009	DATE	REV.	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E., G.W., K.K. H.D., G.K., G.Y.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. HILTON			
NUMAL PROJECT NUMBER:	200244			

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

SHEET TITLE:
TYPICAL
FLOOR
DIMENSION
PLAN

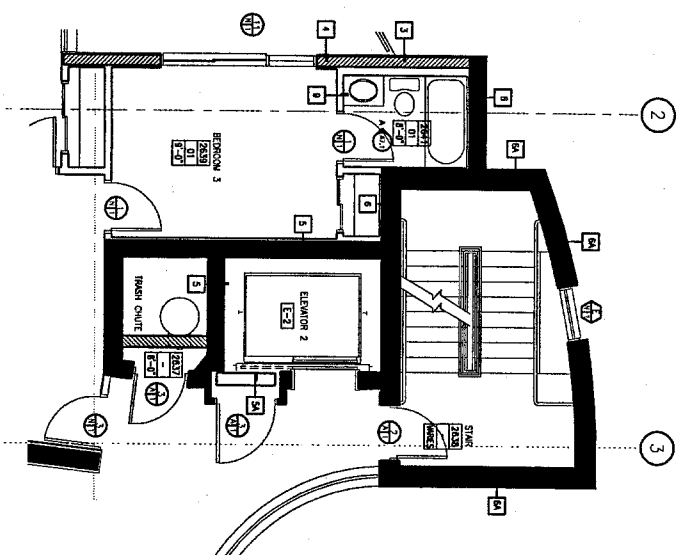
A-5

ARCHITECTURAL NOTES

1. REFER TO ARCHITECTURAL WALLS AND CEILING:
 - EXTERIOR FRAME WALLS SHALL BE 4" MIN. THICK CONCRETE WITH 4# REINFORCING BARS AT 16" O.C. AND 4" MIN. THICK CONCRETE SLAB ON TOP OF WALLS.
 - INTERIOR FRAME WALLS SHALL BE 4" MIN. THICK CONCRETE WITH 4# REINFORCING BARS AT 16" O.C. AND 4" MIN. THICK CONCRETE SLAB ON TOP OF WALLS.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CORNERS, SILLING, TOLIT ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBMITTAL BOARD AT ALL BATHROOMS, TOILET ROOMS AND ENTRY ROOMS, UNLESS NOTED OTHERWISE.
5. PROVIDE "KICKER" MODULUS ALONG FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. BOND "TEE" MODULUS FULLY EXPOSED THE EXTERIOR CORNER V/ THE EXT. REFER TO ONE STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
7. REFER TO ONE STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS.
8. REFER TO ONE SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL PERMITTING THROUGH FLOOR ASSEMBLIES SHALL HAVE APPROVED PENETRATIONS.
10. FINISH UNITS SHALL BE TYPICAL OF THE FINISHES SHOWN ON THE FINISH SCHEDULE. UNLESS NOTED OTHERWISE, ALL FINISHES SHALL BE SPECIALLY DETAIL. SUCH DETAILS APPLY WHETHER OR NOT APPLICABILITY OF TYPICAL FINISHES SHALL BE REQUIRED BY THE ARCHITECT OR ENGINEER.
11. REFER TO ONE SHEET FOR TYPICAL FINISHES AND LOCATIONS, AND REFER TO ONE SHEET FOR TYPICAL FINISHES AND LOCATIONS, AND REFER TO ONE SHEET FOR TYPICAL FINISHES AND LOCATIONS.
12. UNLESS NOTED OTHERWISE, REFER TO ONE SHEET FOR TYPICAL FINISHES AND LOCATIONS.

LEGEND

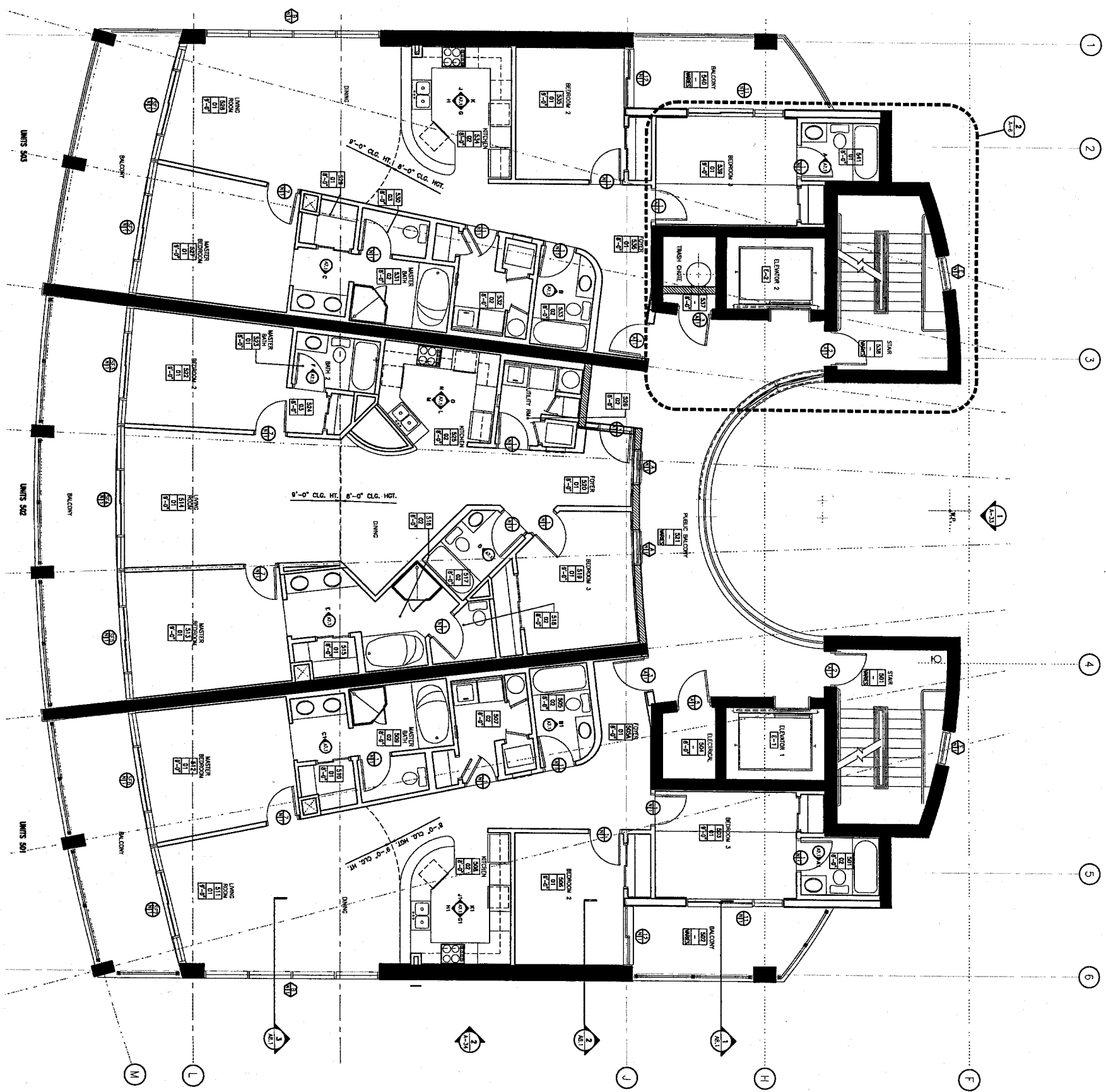
- INDICATES LANDSCAPE PLANTING BED
- PAINTED FINISHING ASSET FINISHING FOR ALL BUILDINGS



2 ELEVATOR EQUIP. RM @ 26th FLOOR ONLY

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLUSTERS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - DOORS - PAINTED OFFSHORE BOARD
 - ON SUPERFLOOR OFFSHORE BOARD
2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - DOORS - PAINTED OFFSHORE BOARD
 - ON CONCRETE SLAB
3. ALL ROOMS TO BE SUPERFLOOR OFFSHORE BOARD UNLESS NOTED OTHERWISE.



1 FIFTH FLOOR PLAN

SHEET TITLE FIFTH FLOOR PLAN A-6	DATE: APRIL 8, 2008 DESIGNED BY: J.E. G.W. K.K. DRAWN BY: J.E. G.W. K.K. PROJECT ARCHITECT: RICHARD R. HILTON H.A.M.A. PROJECT NUMBER: 200244	DATE: REV. REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 161 N. BELTLINE HWY. Mobile, AL 36608 Telephone: (251) 343-6266 • Fax: (251) 343-6802

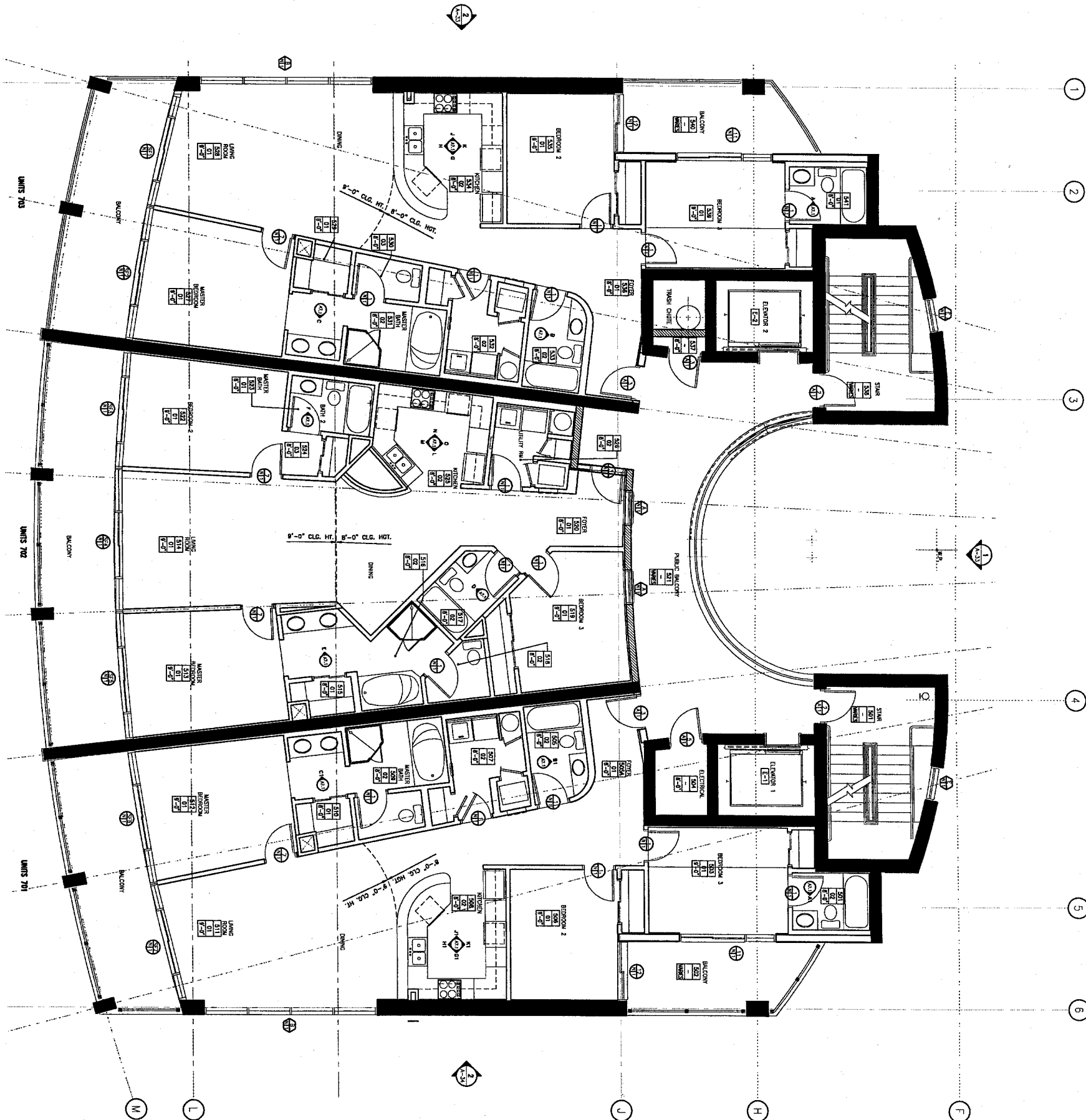
ARCHITECTURAL NOTES

1. METHOD FOR DETERMINING WALLS AND OPENINGS:
 - CONCRETE & MASONRY WALLS FACE TO FACE UNLESS NOTED OTHERWISE.
 - METAL WALLS FACE TO FACE UNLESS NOTED OTHERWISE.
 - GLASS WALLS FACE TO FACE UNLESS NOTED OTHERWISE.
2. ALL WINDOW DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 6" OFFSET FROM CHU WALL UNLESS NOTED OTHERWISE.
3. GENERAL CONNECTION SHALL COMPLY WITH THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RESIST CORRELATE WITH THE DESIGN REQUIREMENTS, ETC.
4. FINISHES SHALL BE AS NOTED ON THE DRAWINGS UNLESS NOTED OTHERWISE.
5. WOOD "HARD" FINISHES SHALL FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
6. WOOD "SOFT" FINISHES SHALL FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
7. REFER TO CONSTRUCTION DETAIL FOR FINISHES AND ELECTRICAL FINISHES FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL FINISHES SHALL BE AS NOTED ON THE DRAWINGS UNLESS NOTED OTHERWISE.
10. REFER TO CONSTRUCTION DETAIL FOR FINISHES AND ELECTRICAL FINISHES FOR ADDITIONAL INFORMATION.
11. REFER TO CONSTRUCTION DETAIL FOR FINISHES AND ELECTRICAL FINISHES FOR ADDITIONAL INFORMATION.
12. FINISHES SHALL BE AS NOTED ON THE DRAWINGS UNLESS NOTED OTHERWISE.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING Aisle STRIPING PER ADA GUIDELINES.

- FINISH SCHEDULE**
1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFICIAL BROWN
 - CEILING - PAINTED OFFICIAL BROWN
 - DOORS - PAINTED OFFICIAL BROWN
 - ON SUSPENDED OFFICIAL BROWN
 2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFICIAL BROWN
 - CEILING - PAINTED OFFICIAL BROWN
 - ON SUSPENDED OFFICIAL BROWN
 3. ALL CEILING TO BE SUSPENDED OFFICIAL BROWN UNLESS NOTED OTHERWISE.



Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
101 N. BELT RAILWAY
Mobile, AL 36602
Telephone: (251) 943-0300 • Fax: (251) 943-0800

**ISLAND TOWER
CONDOMINIUMS**
GULF SHORES, ALABAMA

DATE	REV.	REVISION DESCRIPTION
APRIL 8, 2003		
DESIGNED BY:	J.E. G.W. K.K.	
DRAWN BY:	H.D. G.K. G.V.	
PROFESSION	ARCHITECTURE	
PROJECT ARCHITECT:	RICHARD R. HILTON	
H.M.M.A. PROJECT NUMBER	202544	

SEVENTH FLOOR PLAN

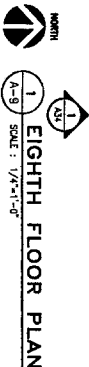
A-8

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

[illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASILE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE, 1/2" PAINTED WOOD /SPICE WOULD
CEILING - THE TEXTURED SPAN FINISH
ON SUSPENDED CRYSTAL BOARD.
2. ALL OTHER ROOMS
FLOOR - GRANGE TILE
WALLS - PAINTED CRYSTAL BOARD
BASE, 1/2" PAINTED WOOD /SPICE WOULD
CEILING - THE TEXTURED SPAN FINISH ON CONCRETE SLAB
ON CRYSTAL BOARD
3. ALL CEILINGS TO BE SUSPENDED CRYSTAL BOARD UNLESS
NOTED OTHERWISE.

[illegible]

 **Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36688
Telephonic (251) 343-4388 • Fax: (251) 343-6932

ARCHITECTURAL NOTES

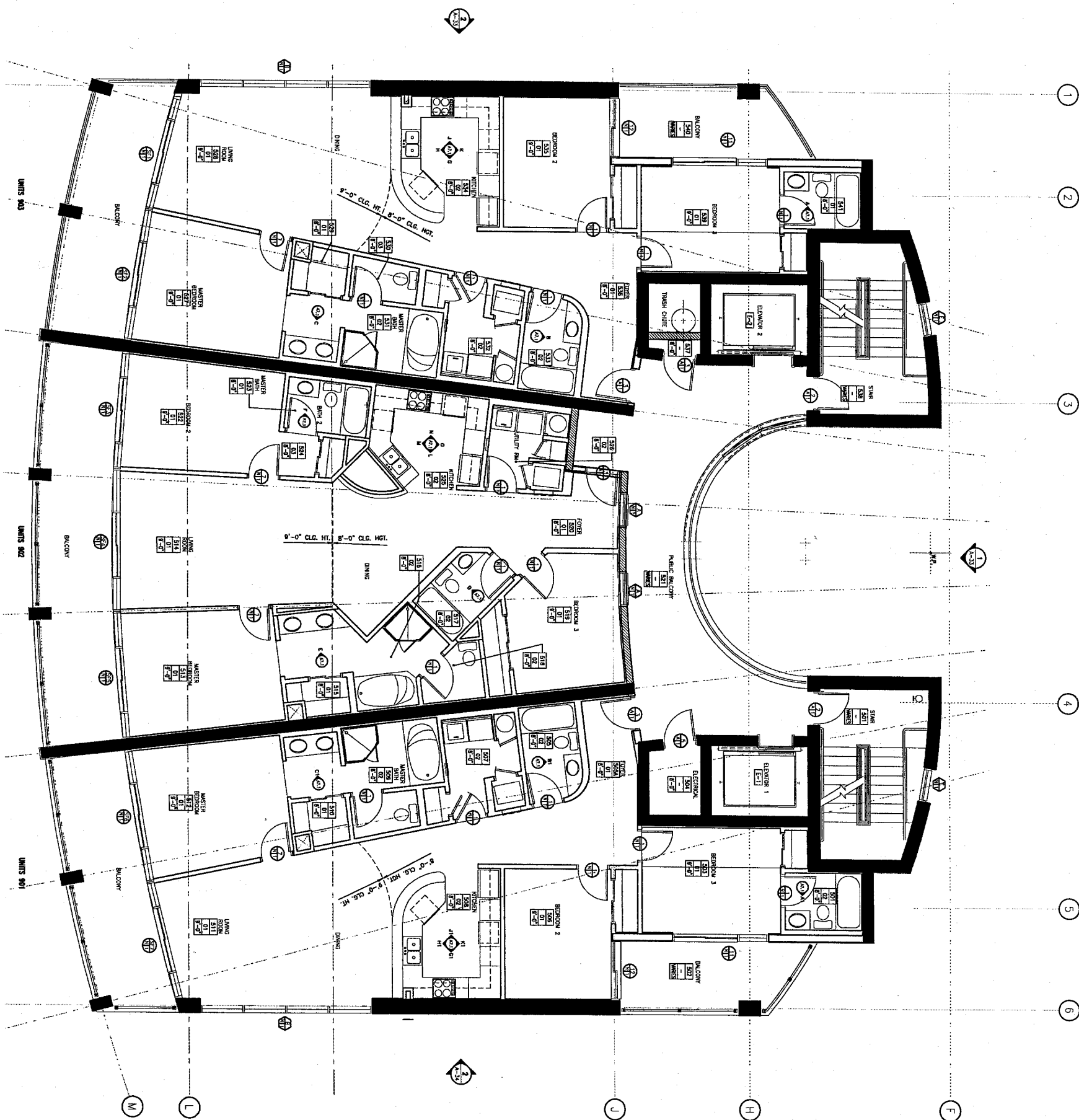
1. METHOD FOR DETERMINING WALLS AND OPENINGS:
 - EXTERIOR FINISH WALL, FACE OF STUDY AND CENTER OF OPENING, UNLESS NOTED OTHERWISE.
 - INTERIOR FINISH WALL, FACE OF STUDY AND CENTER OF OPENING, UNLESS NOTED OTHERWISE.
2. ALL INTERIOR DOORS SHALL BE 4' CLEAR FROM FINISH OF STUDY WALL AND 8' CLEAR FROM CURB WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVS, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD FLOOR INDICATES ALUM. FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD FLOOR INDICATES FULLY RECESSED THE EXTERIOR CORNER W/ THE EXT. REFER TO ONE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
7. REFER TO ONE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. ALL PENETRATIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROVED PENETRATIONS.
9. DETAILS LABELED "TYPICAL" REFERS TO THE DRAWING APPROPRIATELY SPECIFICALLY LABELED. SUCH DETAILS APPLY WITHIN THE SCOPE OF THE PROJECT AND SHALL BE CONSIDERED BY THE ARCHITECT OR ENGINEER.
10. REFER TO LIFE SAFETY SCHEDULE, FOR TYPES AND LOCATIONS OF REQUIRED WALL ASSEMBLIES, FIRE RESISTANCE RATINGS, AND BOARD OF FINISHES.
11. NUMBERED FINISH SCHEDULES ARE FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE ASSIGNED TO ANY UNIT.
12. FINISHES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANNING B.D.
- PAINTED FINISHING AREA STRIPING PER AIA GUIDELINES.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - DOORS - PAINTED OFFSHORE BOARD
 - ON SUPPORTED OFFSHORE BOARD
2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFSHORE BOARD
 - CEILING - PAINTED OFFSHORE BOARD
 - ON SUPPORTED OFFSHORE BOARD
 - ALL CEILING TO BE SUPPORTED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



1
NINTH FLOOR PLAN
SCALE: 1/8"=1'-0"

SHEET NUMBER: A-10	PROJECT TITLE: NINTH FLOOR PLAN	DATE: APRIL 8, 2003	DRAWN BY: J.E. G.W. K.K. R.D. G.K. G.V.	PROFESSION: ARCHITECTURE	PROJECT ARCHITECT: RICHARD R. NELTON	H.M.A. PROJECT NUMBER: 200344	REVISION DESCRIPTION	DATE REV.	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Alabama, LLC Architects Engineers 161 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (251) 343-0088 • Fax: (251) 343-0022

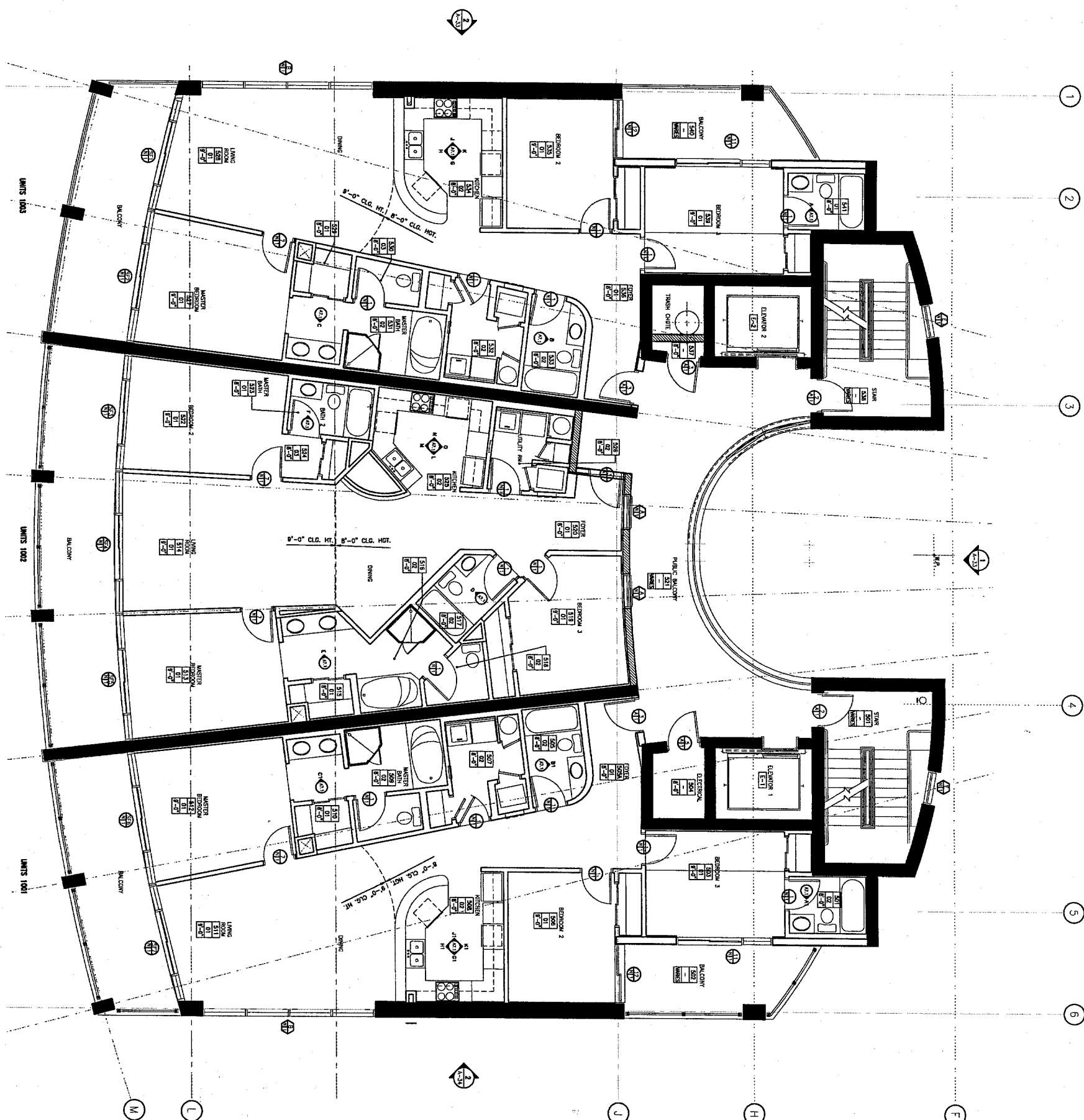
This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.

- ### **LEGEND**

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED OYSTER BOARD
BASE 1 1/2 PAINTED WOOD /SPICE WOOD
CEILING - FINE TEXTURED SPAN FASH
OR SUSPENDED OYSTER BOARD.
2. ALL OTHER ROOMS
FLOOR - GRANITE TILE
WALLS - PAINTED OYSTER BOARD
BASE 1 1/2 PAINTED WOOD /SPICE WOOD
CEILING - FINE TEXTURED SPAN FASH ON CONCRETE SLAB
OR OYSTER BOARD
3. ALL CEILINGS TO BE SUSPENDED OYSTER BOARD UNLESS
NOTED OTHERWISE.



1 TENTH FLOOR PLAN

SHEET NUMBER: A-11	FLOOR PLAN TENTH SHEET TITLE:	DATE: APRIL 8, 2003	DATE:	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 343-5282 • Fax: (251) 343-6202
		DESIGNED BY:					
		DRAWN BY: J.E. G.W., K.M. H.D., G.K., Q.Y.					
		PROFESSION: ARCHITECTURE					
		PROJECT ARCHITECT: RICHARD F. HELTON					
		HALLA PROJECT NUMBER: 200244					

- LEGEND**
- INDICATES LANDSCAPE PLANTING BED
 - PAINTED PARKING ASIDE STRIPING PER ADA GUIDELINES

- ## FINISH SCHEDULE
1. BEDROOMS & BATHROOMS 1 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED OREGON BOARD
CEILING - FINE ENGRAINED STAIN FINISH
ON SUSPENDED OREGON BOARD.
 2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED OREGON BOARD
CEILING - FINE ENGRAINED STAIN FINISH
ON SUSPENDED OREGON BOARD
OR OREGON BOARD
 3. ALL CEILINGS TO BE SUSPENDED OREGON BOARD UNLESS
NOTED OTHERWISE.

[illegible]

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

 **Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
161 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4308 • Fax: (251) 343-8932

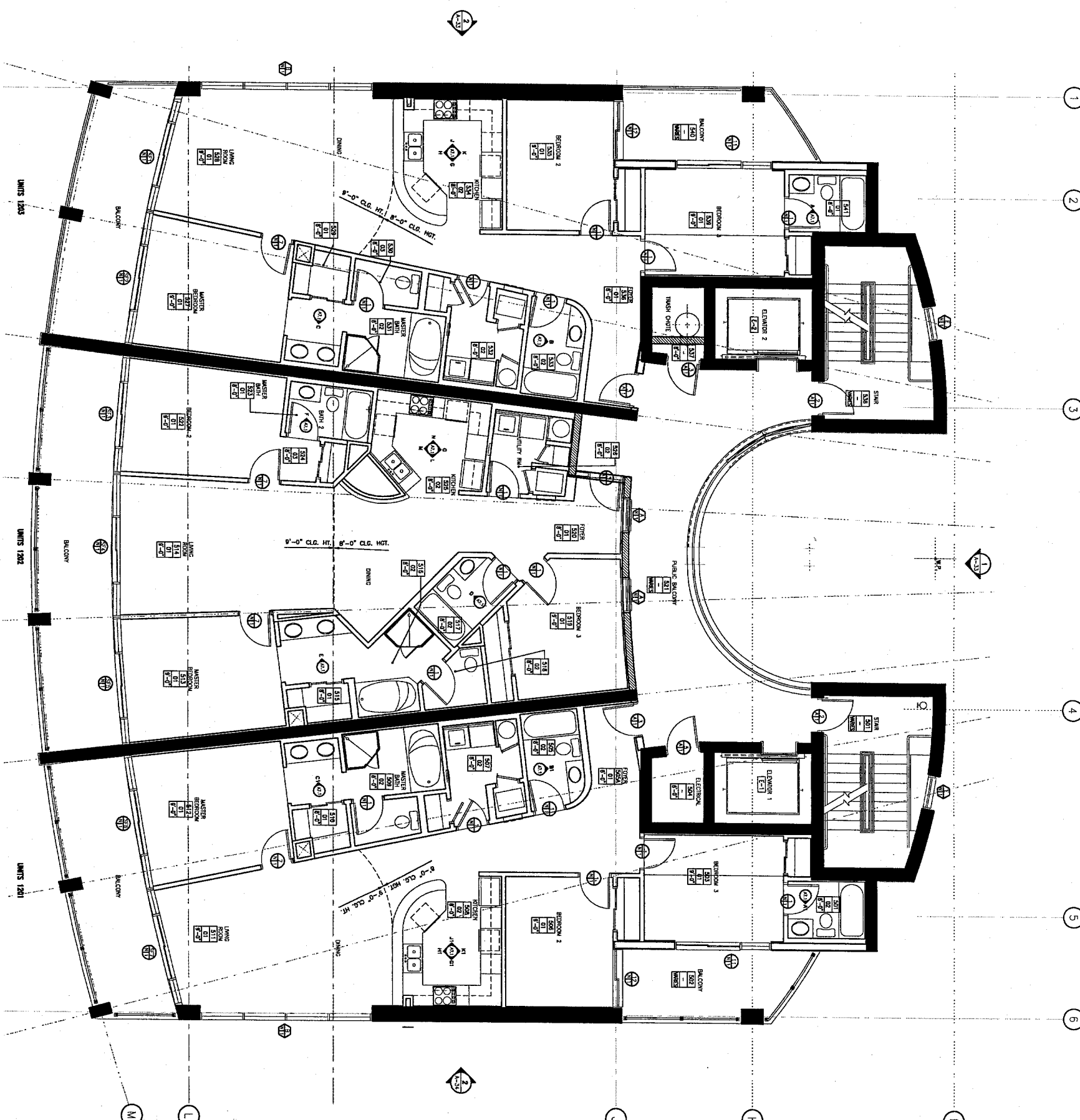
- ARCHITECTURAL NOTES**
1. METHOD FOR DIMENSIONING WALLS AND OPENINGS:
- CONCRETE & MASONRY WALLS: FACE TO FACE AND CENTER OF OPENING.
- INTERIOR FRAME PARTITION: CENTERLINE OF STUD.
- UNLESS NOTED OTHERWISE.
 2. ALL WINDOW DOORS SHALL BE 4" OFFSET FROM TOP OF STUD WALL AND 8" OFFSET FROM SIDE WALL UNLESS NOTED OTHERWISE.
 3. ALL DOOR PARTITIONS SHALL BE 4" OFFSET FROM TOP OF STUD WALL AND 8" OFFSET FROM SIDE WALL UNLESS NOTED OTHERWISE.
 4. PROVIDE GROoved SUBSTRATE BOARD AT ALL DOOR THRESHOLDS, TOILET ROOMS AND JANITOR ROOMS UNLESS NOTED OTHERWISE.
 5. WOOD "KNOCK" FINISHES ALONG FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
 6. WOOD "KNOCK" FINISHES SHALL BE RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT. FOR ADDITIONAL INFORMATION.
 7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
 8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
 9. ALL PARTITIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE PENETRATIONS.
 10. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SHOWN. IF A DIFFERENCE IS NOTED, THE DRAWING SHALL BE USED AS THE BASIS FOR CONSTRUCTION. QUESTIONS REGARDING THE INTERPRETATION OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ARCHITECT.
 11. REFER TO THE COVER SHEET FOR ROOM TYPES AND LOCATIONS OF RAISED FLOOR ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY, NO SPACES ARE ASSIGNED TO ANY UNIT.
 12. UNLESS NOTED OTHERWISE.

LEGEND

- WOODKOTE LAMINATE FINISHING BED
- PAINTED FINISHING ASLE FINISHING PER AIA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GROSS FINISH
CEILING - FINE TEXTURED GROSS FINISH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - PAINTED GROSS FINISH
CEILING - FINE TEXTURED GROSS FINISH
ON SUSPENDED GYPSUM BOARD
ALL COINGS TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.



1 TWELFTH FLOOR PLAN
SCALE: 1/8" = 1'-0"

ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	REVISION DESCRIPTION		DATE		REV.
DATE APRIL 8, 2003		DATE		REV.	
DRAWN BY: J.E. G.W. K.K. H.D., G.K., G.Y.		PROFESSION: ARCHITECTURE		PROJECT ARCHITECT: RICHARD R. HILTON	
H.M.A. PROJECT NUMBER: 200244					
SHEET NUMBER: A-13					

Hatch Mott MacDonald
Hatch Mott MacDonald Alabama, LLC
Architects Engineers
101 N. BELTLINE HWY.
Mobile, AL 36688
Telephone: (251) 343-4000 • Fax: (251) 343-0802

ARCHITECTURAL NOTES

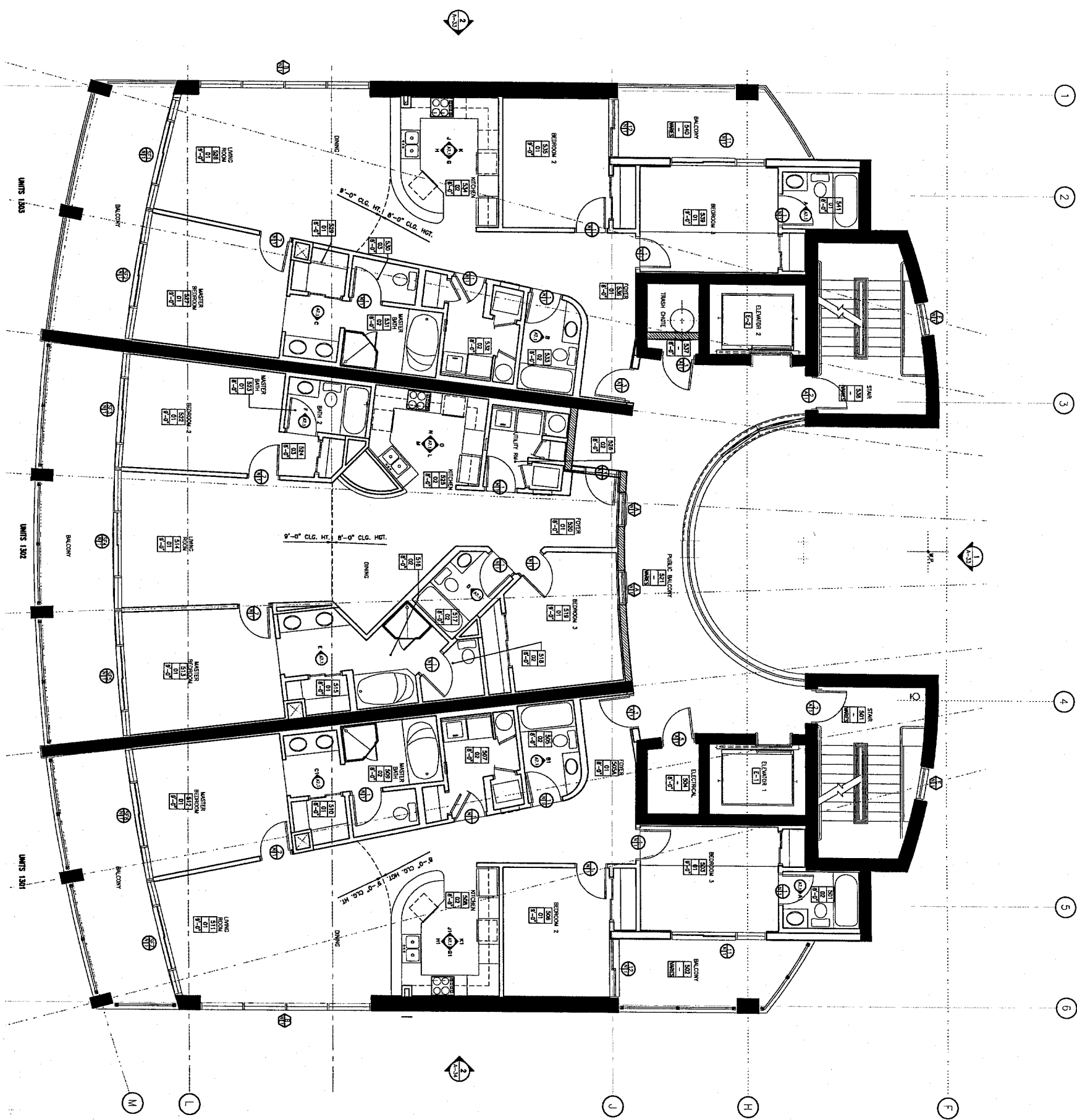
1. UNLESS OTHERWISE NOTED, ALL FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
2. EXTERIOR FINISHES SHALL BE AS SHOWN ON THE EXTERIOR FINISH SCHEDULE.
3. ALL INTERIOR FINISHES SHALL BE AS SHOWN ON THE FINISH SCHEDULE.
4. GENERAL CONTRACTOR SHALL PROVIDE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CORNERS, SHELVEYS, TOILET ACCESSORIES, ETC.
5. PROVIDE SCHEDULED SUBMITTAL BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
6. WIND "ZIP" INDICATES ALUM. FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. WIND "TIC" INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
8. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
9. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
10. ALL FINISHES THROUGHOUT THE ASSEMBLY SHALL HAVE APPROPRIATE FIRE-RATING.
11. DETAILS UNLESS OTHERWISE NOTED, ON THE FINISHING PARTY, SHALL BE AS SHOWN ON THE FINISHING PARTY.
12. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF REQUIRED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND SMOKE DETECTORS.
13. NUMBERED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE RESERVED TO ANY ONE.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASIDE STOPPING PER ADA GUIDELINES

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - POLISHED CONCRETE
WALLS - PAINTED WOOD VENEER
BASE - PAINTED WOOD VENEER
ON SCHEDULED OFFSHORE BOARD.
2. ALL OTHER ROOMS
FLOOR - GRASS
WALLS - PAINTED CONCRETE
BASE - PAINTED WOOD VENEER
ON SCHEDULED OFFSHORE BOARD.
3. ALL CHAIRS TO BE SCHEDULED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



THIRTEENTH FLOOR PLAN

SHEET NUMBER A-14	SHEET TITLE THIRTEENTH FLOOR PLAN	DATE: APRIL 8, 2003		REVISION DESCRIPTION		ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36682 Telephone: (205) 343-4266 • Fax: (205) 343-6802
		DRAWN BY: J.E., G.W., K.C.	DATE:	REV:			
		PROFESSION: ARCHITECTURE					
		PROJECT ARCHITECT: RICHARD R. HILTON					
		H.M.M.A. PROJECT NUMBER: 200244					

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

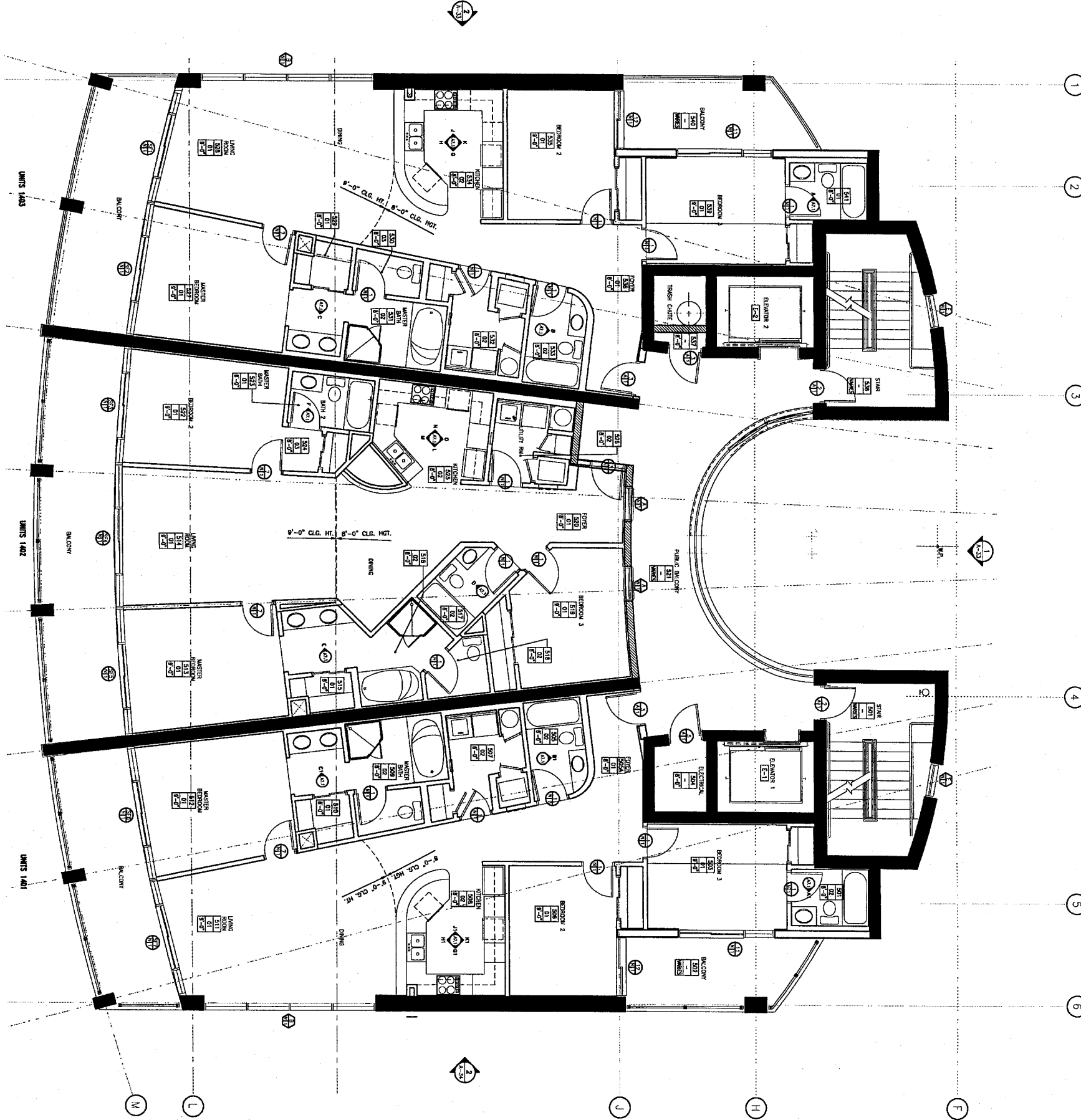
ARCHITECTURAL NOTES

1. METHOD FOR BRICKWORK WALLS AND DOORS:
 - BRICKWORK WALLS SHALL BE TO FACE.
 - DOORS SHALL BE TO FACE.
 - BRICKWORK SHALL BE CONFORMANT WITH SECTION 05050, PART 1, DIVISION 5, BRICKWORK, IN THE 2000 CSI MASTERFORMAT.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM OAD WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL CONSIDER THE LOCATION OF REQUIRED DOORS IN WALLS TO MEET CODES, SECTIONS, TRAIL ACCESSIBILITY, ETC.
4. DOORS SHALL BE TO FACE, UNLESS NOTED OTHERWISE.
5. DOORS SHALL BE TO FACE, UNLESS NOTED OTHERWISE.
6. WOOD JOIST HOOKS SHALL BE TO FACE OF WALLS, UNLESS NOTED OTHERWISE.
7. REFER TO CIVIL, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL DOORWAYS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROVED FIRE-RATED DOORS.
10. SPACES LISTED TYPICAL SPACES ON THE DRAWING ARE TO ALL STATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFIED. OTHER SPACES MAY BE REQUIRED FOR THE PROJECT. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL SPACES AND THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL SPACES.
11. REFER TO THE COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
12. DIMENSIONS ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANTING SEE
- PAINTED PARKING ASSESSMENT FOR ADA GUIDELINES.

- FINISH SCHEDULE**
1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
 - FLOOR - CARPET
 - WALLS - PAINTED GYPSUM BOARD, WHITE
 - CEILING - PAINTED GYPSUM BOARD, WHITE
 - ALL OTHER ROOMS
 2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED GYPSUM BOARD, WHITE
 - CEILING - PAINTED GYPSUM BOARD, WHITE
 - ALL OTHER ROOMS
 3. ALL OTHER ROOMS
 - FLOOR - PAINTED WOOD W/ VENEER, WALD
 - CEILING - PAINTED GYPSUM BOARD, WHITE
 - ALL OTHER ROOMS



FOURTEENTH FLOOR PLAN

SHEET TITLE FOURTEENTH FLOOR PLAN	DATE: APRIL 8, 2003	DATE: REV.	REVISION DESCRIPTION
	DESIGNED BY: J.E. G.W. K.K. H.D. G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244		
A-15	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA		
	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 101 N. BELTLINE HWY. MOBILE, AL 36608 Telephone: (251) 243-0200 • Fax: (251) 243-0002		

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

[illegible]

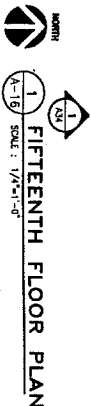
- [illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPPING PER ADA GUIDELINES.

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPPING PER ADA GUIDELINES.

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE - 1/4 PAINTED WOOD W/SHOE
CEILING - FINE TEXTURED SPRAY FINISH
OR SUSPENDED GYPSUM BOARD
2. ALL OTHER ROOMS
FLOOR - GRANGE TILE
WALLS - PAINTED GYPSUM BOARD
BASE - 1/4 PAINTED WOOD W/SHOE
CEILING - FINE TEXTURED SPRAY FINISH OR CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE - 1/4" PAINTED WOOD W/SHOE
CEILING - FINE TEXTURED SPRAY FINISH
OR SUSPENDED GYPSUM BOARD
2. ALL OTHER ROOMS
FLOOR - GRANGE TILE
WALLS - PAINTED GYPSUM BOARD
BASE - 1/4" PAINTED WOOD W/SHOE
CEILING - FINE TEXTURED SPRAY FINISH OR CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.



SHEET NUMBER: A-16	FIFTEENTH FLOOR PLAN	SHEET TITLE:	DATE: APRIL 9, 2003	DATE: REV.	REVISION DESCRIPTION	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 191 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 343-6595 • Fax: (251) 343-6802
			DESIGNED BY:			
			DRAWN BY: J.E., G.W., K.K. M.D., G.K., G.Y.			
			PROFESSION: ARCHITECTURE			
			PROJECT ARCHITECT: RICHARD R. HELTON			
			H.M.A. PROJECT NUMBER: 200344			

ARCHITECTURAL NOTES

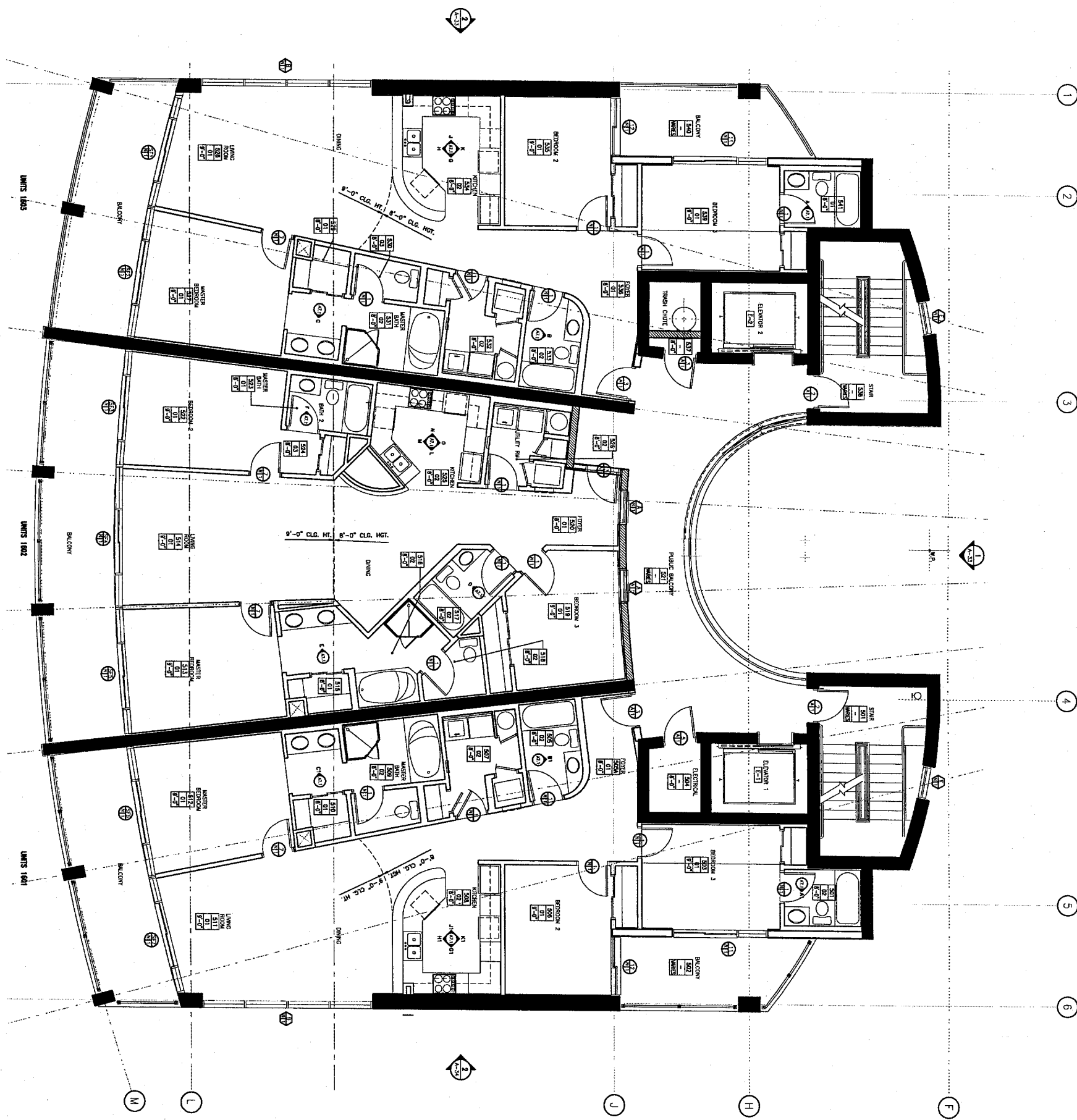
1. METHOD FOR DIMENSIONING WALLS AND OPENINGS:
- EXTERIOR FROM WALL FACE TO CENTER OF OPENING.
- INTERIOR FROM WALL FACE TO CENTER OF OPENING.
- UNLESS NOTED OTHERWISE.
2. ALL INTERIOR ROOMS SHALL BE 4' OFFSET FROM FINISH OF STUD WALL AND 8' OFFSET FROM CURB WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVEYS, TOILET ACCESSORIES, ETC.
4. FINISHES SPECIFIED SUBSTRATE BOARD AT ALL BATHROOMS, TOILET ROOMS AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WHERE "WALL" INDICATES ALUMINUM FINISH FACE OF WALL, UNLESS NOTED OTHERWISE.
6. "WOOD TYP" INDICATES FULLY FINISHED THE EXTERIOR CORNER V/ FINISH EXT.
7. REFER TO ONE, STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR GENERAL INFORMATION.
8. ALL REQUIREMENTS THROUGH THE ASSEMBLY SHALL HAVE APPROVED PROCEEDINGS.
9. DETAILS UNLESS OTHERWISE SPECIFIED ON THE DRAWING SHALL BE SPECIFICALLY DETAIL BY THE ARCHITECT AND SHALL BE SUBMITTED FOR APPROVAL BY THE ARCHITECT AND SHALL BE REVIEWED BY THE ARCHITECT OR ENGINEER.
10. REFER TO THE SAFETY SHEET, ALL FOR TYPES AND LOCATIONS OF ALL TYPES OF RISERS.
11. FINISHED FINISHES SHALL BE FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE ASSIGNED TO ANY UNIT.
- 12.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED FINISHING ASILE STRIPING FOR ADA COMPLIANCE

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED OFFSHORE BOARD
CEILING - PAINTED OFFSHORE BOARD
DOOR - PAINTED OFFSHORE BOARD
ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED OFFSHORE BOARD
CEILING - PAINTED OFFSHORE BOARD
ON OFFSHORE BOARD
ALL OTHERS TO BE SUSPENDED OFFSHORE BOARD UNLESS NOTED OTHERWISE.



SIXTEENTH FLOOR PLAN

SHEET NUMBER A-17	PROJECT TITLE SIXTEENTH FLOOR PLAN	DATE: APRIL 8, 2003	DATE: REV.	REVISION DESCRIPTION
		DESIGNED BY: J.E. G.W. K.K.		
		DRAWN BY: R.D. G.K. G.Y.		
		PROFESSION: ARCHITECTURE		
PROJECT ARCHITECT: RICHARD R. HILTON		H.M.A. PROJECT NUMBER: 2002044		

ISLAND TOWER CONDOMINIUMS

GULF SHORES, ALABAMA

Hatch Mott MacDonald

Architects Engineers

191 N. MEADOWS HWY.

Mobile, AL 36602

Telephone: (205) 243-4288 • Fax: (205) 243-4802

ARCHITECTURAL NOTES

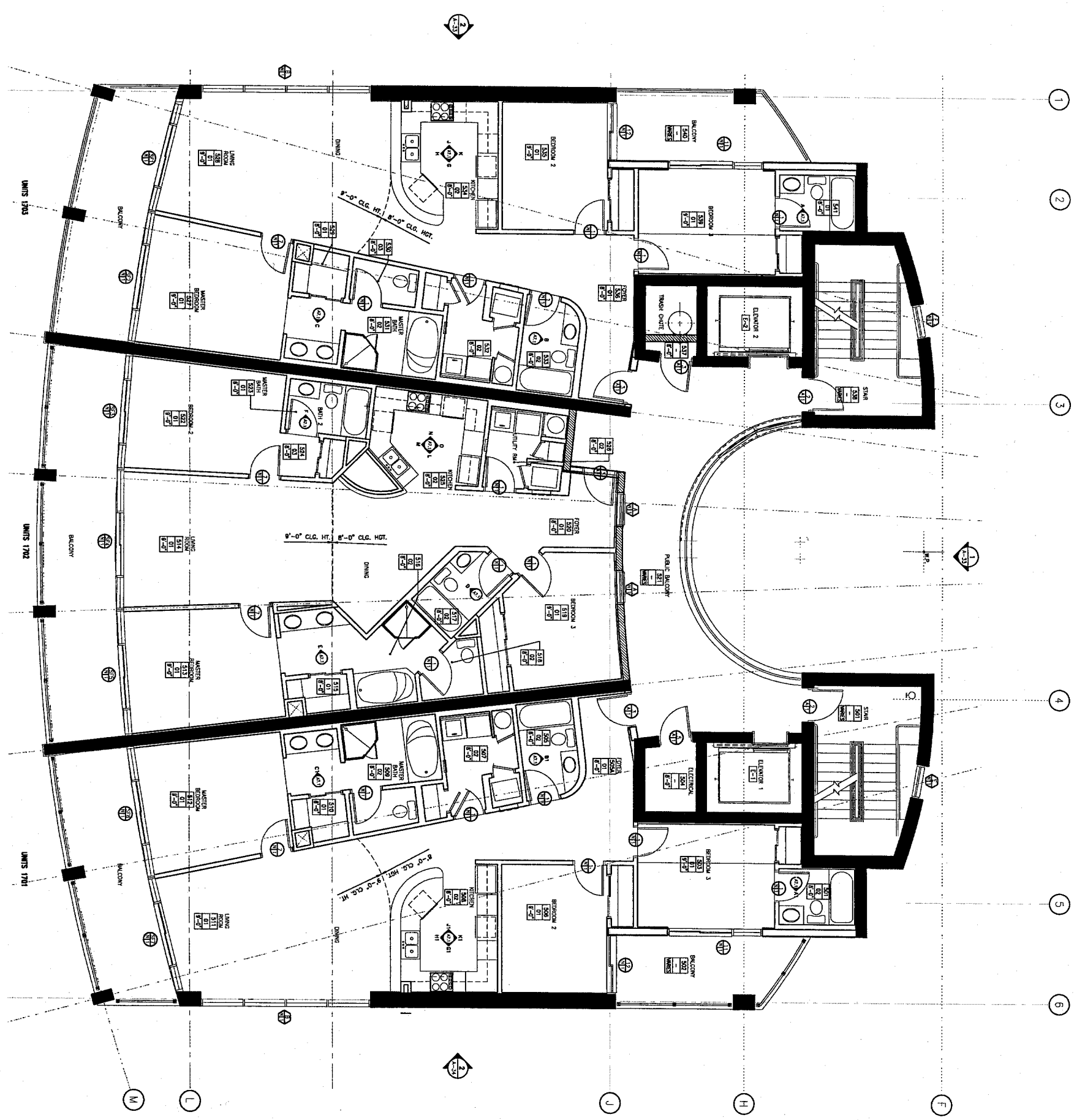
1. REFER TO DRAWING WALLS AND OPENINGS:
 - FINISH & MASONRY WALLS: FACE TO FACE.
 - INTERIOR FINISH: FINISH TO FACE.
 - EXTERIOR FINISH: FINISH TO FACE.
 - INTERIOR FINISH: FINISH TO FACE.
 - EXTERIOR FINISH: FINISH TO FACE.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
3. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
4. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
5. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
6. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
7. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
8. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
9. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
10. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
11. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.
12. EXTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF FLOOR WALL AND 8" OFFSET FROM FINISH OF CEILING.

LEGEND

- INDICATES LANDSCAPE PLANNING BED
- PAINTED FINISH AND STRIPING FOR ADA COMPLIANCE.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLUSTERS
 - FLOOR - CARPET
 - WALLS - PAINTED OFFICIAL BOARD
 - CEILING - PAINTED OFFICIAL BOARD
 - CLADDING - FINE TERNED BRICK FINISH
 - ON EXTERIOR OFFICIAL BOARD
2. ALL OTHER ROOMS
 - FLOOR - CERAMIC TILE
 - WALLS - PAINTED OFFICIAL BOARD
 - CEILING - PAINTED OFFICIAL BOARD
 - ON EXTERIOR OFFICIAL BOARD
3. ALL CLADDING TO BE SUPPLIED OFFICIAL BOARD UNLESS NOTED OTHERWISE.



SEVENTEENTH FLOOR PLAN

SHEET NUMBER A-18	PROJECT TITLE SEVENTEENTH FLOOR PLAN	DATE: APRIL 6, 2003	DESIGNED BY: J.E. G.W. C.K.	REVISION DESCRIPTION
		DRAWN BY: J.E. G.W. C.K.	PROFESSION: ARCHITECTURE	
		PROJECT ARCHITECT: RICHARD R. HILTON	H.M.M.A. PROJECT NUMBER: 2003044	
		DATE: REV.		
ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (205) 343-4000 • Fax: (205) 343-4002				

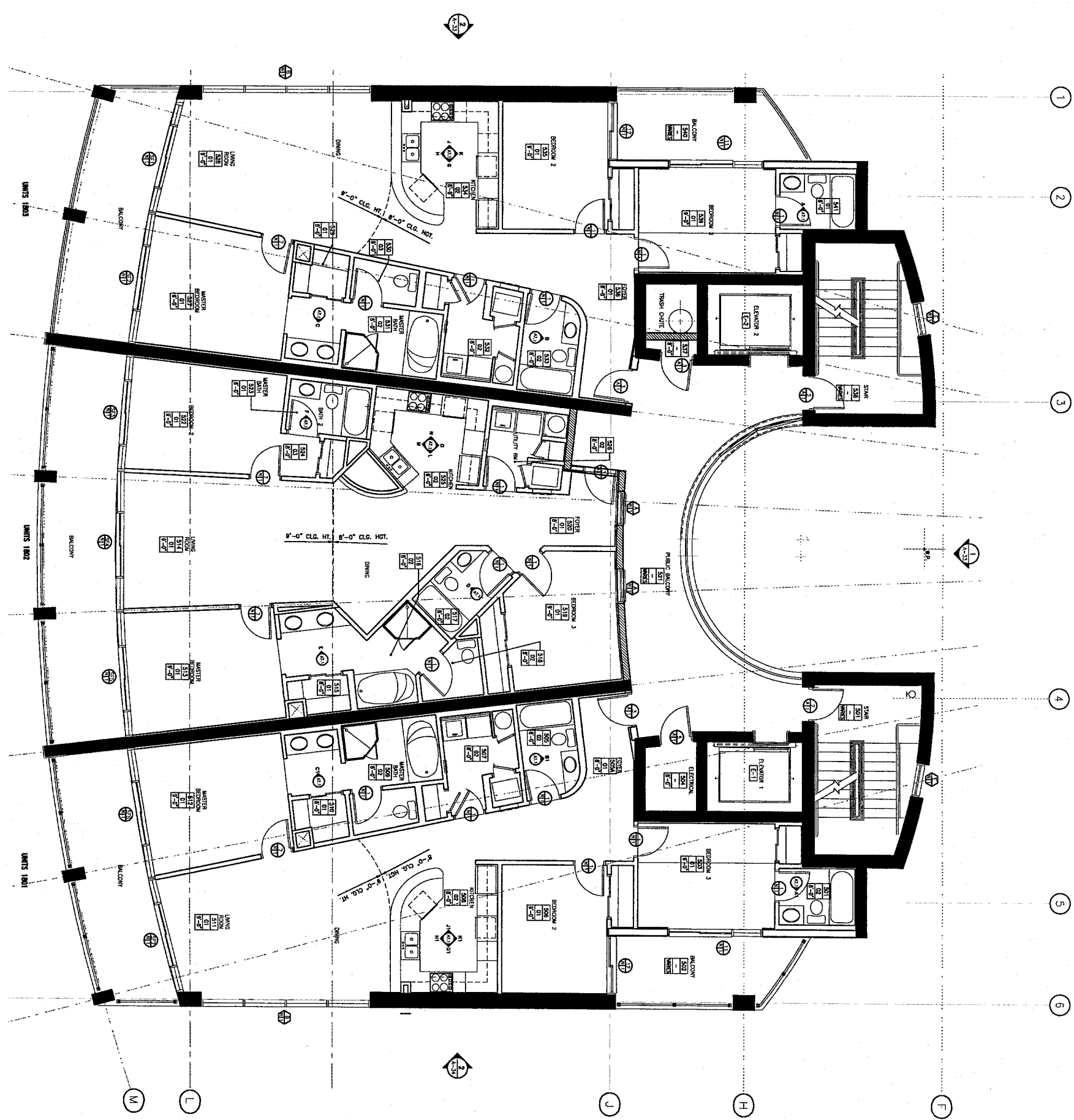
ARCHITECTURAL NOTES

1. REFER TO PRELIMINARY WALL AND CEILING:
 - COLOR & MATERIAL WALLS: SEE TO FACE
 - EXTERIOR WALL: SEE TO FACE
 - INTERIOR WALL: SEE TO FACE
 - CEILING: SEE TO FACE
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF RECESSED DOORWAYS IN WALLS TO RECESSED CABINETS, SINKS, TUBS, REFRIGERATORS, ETC.
4. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
5. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
6. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
7. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
8. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
9. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
10. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
11. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.
12. RECESSED DOORWAYS SHALL BE 4" OFFSET FROM FINISH OF STUD WALL AND 8" OFFSET FROM FINISH OF STUD WALL.

LEGEND

- INDICATES LANSOPE PLANNING BED
- PAINTED PARKING ASSESSMENT PER ADA GUIDELINES.

- FINISH SCHEDULE**
1. BEDROOMS & BATHS: 2 & 3 CLOSETS
 2. ALL OTHER ROOMS
 3. ALL OTHER ROOMS
 4. ALL OTHER ROOMS
 5. ALL OTHER ROOMS
 6. ALL OTHER ROOMS
 7. ALL OTHER ROOMS
 8. ALL OTHER ROOMS
 9. ALL OTHER ROOMS
 10. ALL OTHER ROOMS
 11. ALL OTHER ROOMS
 12. ALL OTHER ROOMS



18TH FLOOR PLAN

SHEET NUMBER A-19	PROJECT NAME ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	DATE: APRIL 8, 2003 DESIGNED BY: J.E. G.W. K.K. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD H. NELTON H.M.A. PROJECT NUMBER: 200244	REVISION DESCRIPTION	
			DATE	REV.
Hatch Mott MacDonald 161 N. BELLVIEW HWY. Mobile, AL 36683 Telephone: (251) 343-0888 • Fax: (251) 343-0802				

ARCHITECTURAL NOTES

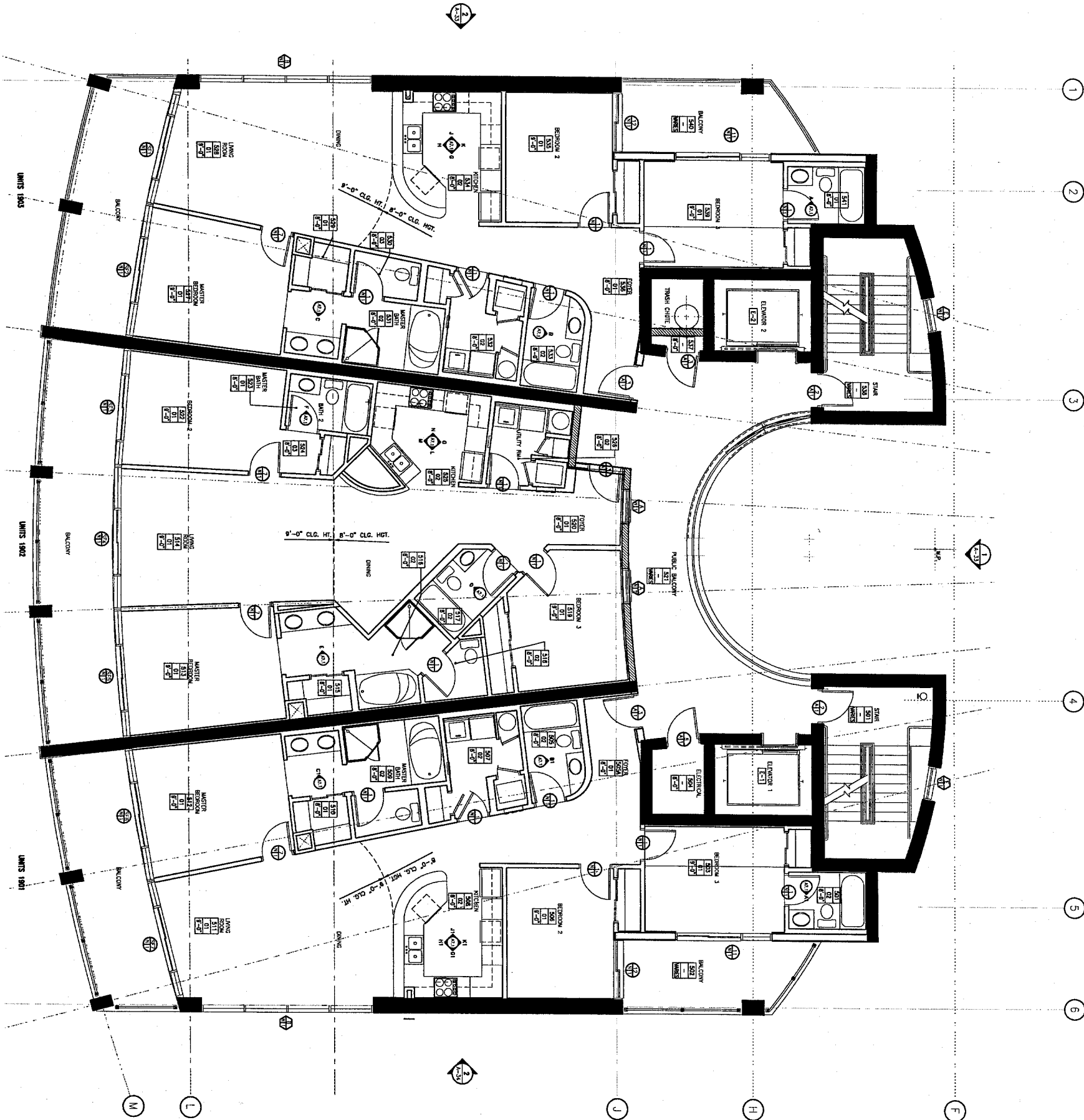
1. METHOD FOR UNDERLAPPING WALLS AND OPENING:
- EXTERIOR FINISH WALL, FACE OF STUDY OR OPENING.
- INTERIOR FINISH WALL, FACE OF STUDY OR OPENING.
- INTERIOR FINISH WALL, FACE OF STUDY OR OPENING.
- INTERIOR FINISH WALL, FACE OF STUDY OR OPENING.
2. ALL INTERIOR DOORS SHALL BE 4' 0" CLEAR FROM FACE OF STUDY WALL AND 3' 0" CLEAR FROM FACE OF STUDY WALL, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL COORDINATE THE LOCATION OF REQUIRED BLOCKING IN WALLS TO RECEIVE CABINETS, SHELVS, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBMITTANT BOARD AT ALL BATHROOMS, TOILET ROOMS AND BATHING ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD VENEER INDICATES ALUMINUM FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD VENEER INDICATES FULLY RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
7. REFER TO C.A.M., STRUCTURAL, MECHANICAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL REPAIRS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROVED REPAIRS.
10. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS APPLY.
11. REFER TO LIFE SAFETY SHEET, NO. FOR TYPES AND LOCATIONS OF ALL FIRE EXTINGUISHERS, FIRE EXTINGUISHER LOCATIONS, AND FIRE EXTINGUISHER TYPES.
12. FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY. NO FINISHES ARE SHOWN FOR REFERENCE PURPOSES ONLY.

FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
CEILING - PAINTED GYPSUM BOARD
DOORS - PAINTED WOOD VENEER
ON SCHEDULED GYPSUM BOARD
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED GYPSUM BOARD
CEILING - PAINTED GYPSUM BOARD
ON SCHEDULED GYPSUM BOARD
ALL CEILING TO BE SUSPENDED GYPSUM BOARD UNLESS NOTED OTHERWISE.



NINETEENTH FLOOR PLAN
SCALE: 1/4"=1'-0"

SHEET NUMBER A-20	SHEET TITLE NINETEENTH FLOOR PLAN	DATE: APRIL 8, 2003	REV.:	REVISION DESCRIPTION
		DRAWN BY: J.E. G.W., K.C.		
		PROFESSOR: H.D., G.K., G.Y.		
		PROJECT ARCHITECT: RICHARD R. HILTON		
Hatch Mott MacDonald Architects Engineers 191 N. BULLDOGE HWY. MOBILE, AL 36688 Telephone: (251) 243-0088 • Fax: (251) 243-0022		ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA		

- ### LEGEND

- PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES

FINISH SCHEDULE

- ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA



Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4386 • Fax: (251) 343-6802

DATE:	APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E. G.W. K.K. M.D. G.K. G.Y.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. HILTON			
HAZMA PROJECT NUMBER:	200344			

SHEET TITLE:
TWENTIETH
FLOOR PLAN

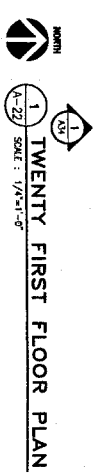
SHEET NUMBER:
A-21

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

- [illegible]

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BATHROOMS 2 & 3 CLIENTS
FLOOR - CARPET
WALLS - WHITE PAPER
BASE - 1" PAINTED WOOD V-JOINT
CEILING - THE TEXTURED SPAN FISH
ON SUSPENDED OYSAL BOARD.
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - WHITE PAPER
BASE - 1" PAINTED WOOD V-JOINT
CEILING - THE TEXTURED SPAN FISH ON CONCRETE SLAB
ON OYSAL BOARD
3. ALL CEILINGS TO BE SUSPENDED OYSAL BOARD UNLESS
NOTED OTHERWISE.

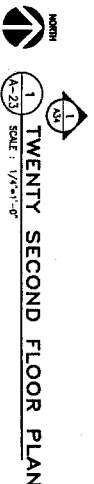


SHEET TITLE: TWENTY FIRST FLOOR PLAN	DATE: APRIL 8, 2009	DATE:	REV.	REVISION DESCRIPTION	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA
	DESIGNED BY:				
	DRAWN BY: J.E. G.W., K.K. H.D., G.K. G.Y.				
	PROFESSION: ARCHITECTURE				
	PROJECT ARCHITECT: RICHARD R. HILTON				
H.M.A.L.A. PROJECT NUMBER: 2002464					

1. METHOD FOR UNDERSTANDING WALLS AND OPENING:
CONC., A BRICKWORK WALLS, FACE TO FACE AND CENTER OF OPENING.
- INTERIOR HAVE PARTITION, CONTAINER OF STUDS,
UNLESS NOTED OTHERWISE.
2. ALL OTHER DOORS SHALL BE 4" THICK WITH FINISH OF STUD WALL.
ALL OTHER DOORS SHALL BE 2" THICK WITH FINISH OF STUD WALL.
3. DOORS TO BE SET INTO STUD WALLS, UNLESS OTHERWISE NOTED.
PROMINENT SPOUTS BEHIND DOORS OF ALL BUILDINGS.
BRICKWORK WALLS TO BE USED FOR CHIMNEY, BRICKS, TILES ACCESSORIES, ETC.
4. ALL ROADS AND AVENUE ROADS, UNLESS NOTED OTHERWISE.
TOLLETT ROAD AND AVENUE ROADS, UNLESS NOTED OTHERWISE.
5. WORD "TOLLETT" INDICATES ALTHOUGH FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WORD "TOLLETT" INDICATES THAT THE CONSTRUCTION OF WALLS / FINISH FACE OF WALLS IS NOTED OTHERWISE.
7. REFERS TO CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFERS TO COVER SHEET FOR TYPICAL ARCHITECTURAL DESIGN.
9. ALL DRAWINGS THROUGH THE ASSEMBLY SHALL HAVE
ALL DRAWINGS THROUGH THE ASSEMBLY SHALL HAVE
10. OTHERS LISTED "TYPICAL DESIGN" ARE THE DRAWINGS LISTED
TO ALL BUILDINGS THAT ARE THE SAME OR SIMILAR TO THOSE
SPECIFICALLY DETAIL. SUCH DETAILS MAY BE REFERRED TO FOR
ADDITIONAL INFORMATION. THE DETAILS SHALL BE PROVIDED BY THE
ARCHITECT OR ENGINEER.
11. REFERS TO WALLS, ROADS, AND FOR TYPES AND LOCATIONS
MEANS OF ENTRY, WALLS, FOR CONSTRUCTION, LOCATION, AND
HEIGHTS OF FENCES.
12. MANAGED PARKING SPACES ARE FOR REFERENCE. UNLESS NOTED, NO
SPACES ARE ASSIGNED TO ANY UNIT.

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BATHROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
CEILING - FINE TENDRUM STAIN FINISH
ON SUSPENDED GYPSUM BOARD
2. ALL OTHER ROOMS
FLOOR - CERAMIC TILE
WALLS - PAINTED GYPSUM BOARD
CEILING - FINE TENDRUM STAIN FINISH ON CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



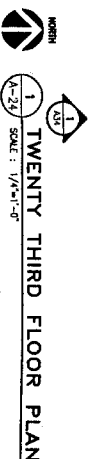
 **Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4388 • Fax: (251) 343-6802

1. METHOD FOR UNDERSTANDING WALLS AND OPENINGS:
 - a. - EXISTING PLAN: WALL FACE OF STUDY AND CENTER OF OPENING.
 - b. - EXISTING SECTION: WALL FACE OF STUDY AND CENTER OF OPENING.
 - c. - EXISTING ELEVATION: WALL FACE OF STUDY AND CENTER OF OPENING.
2. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
3. GENERAL: CONTRACTOR SHALL CONSUME THE LARGEST OR RECEIVED DIMENSIONS IN WALLS TO REPAIR CRACKS, REPAIR, REINFORCE, ETC.
4. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
5. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
6. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
7. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
8. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
9. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
10. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
11. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.
12. ALL INTERIOR DOORS SHALL BE 4" OFFSET FROM FINISH OF STUDY WALL AND 6" OFFSET FROM FINISH OF INTERIOR WALL.

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED
BASE - 1x6 PAINTED WOOD 1/2"X6" MOLD
CEILING - FINE TEXTURED SPRAY FINISH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CONCRETE TILE
WALLS - PAINTED GYPSUM BOARD
BASE - 1x6 PAINTED WOOD 1/2"X6" MOLD
CEILING - FINE TEXTURED SPRAY FINISH ON CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

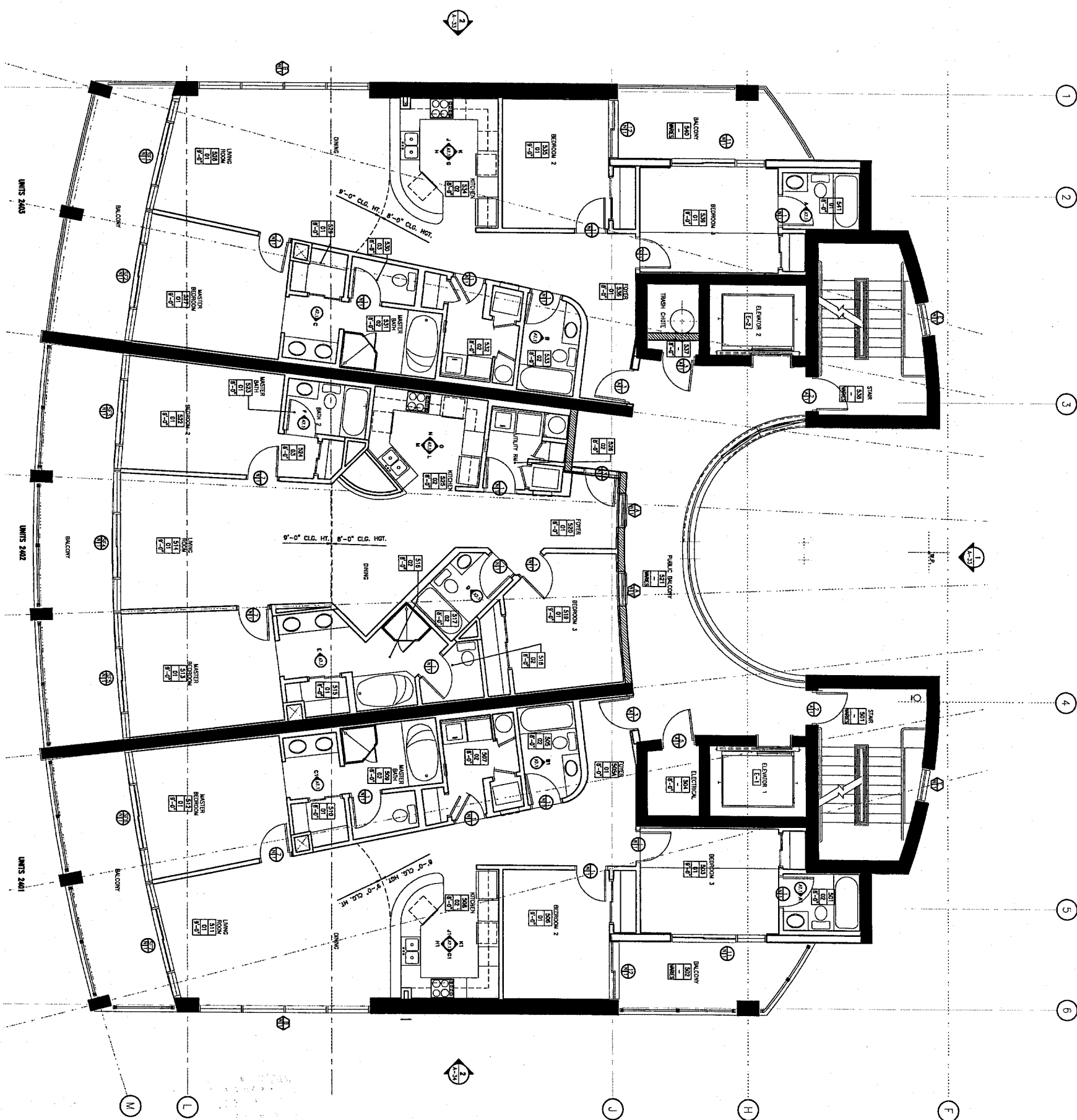
- # ARCHITECTURAL NOTES
1. REFER TO THE DRAWINGS FOR ALL SPECIFIC:
 - DIMENSIONS
 - MATERIALS
 - FINISHES
 - ELEVATION FRAME WALLS FACE TO FACE
 - FINISHES TO FACE
 - FINISHES TO FINISH
 - FINISHES TO CENTER OF STUDIOS
 - UNLESS NOTED OTHERWISE.
 2. ALL WINDOW DOORS SHALL BE "0" OFFSET FROM FINISH OF STUDIO WALL AND BE "0" OFFSET FROM CURB WALL UNLESS NOTED OTHERWISE.
 3. GENERAL CONSTRUCTION SHALL COMPLEMENT THE LOCATION OF REQUIRED DOORING IN WALLS TO RECEIVE CEMENTS, STEELING, TOLLET ACCESSORIES, ETC.
 4. PROVIDE SPECIFIED SUBMITTANT BOARD AT ALL WINDOW/DOORS TOLLET ROOMS AND WINDOW ROOMS UNLESS NOTED OTHERWISE.
 5. WINDOW "WALL" INDICATES MAX FINISH FACE OF WALLS UNLESS NOTED OTHERWISE.
 6. WINDOW "TYP" INDICATES FINALLY RECEIVED PRE FINISHED CURBET W/ THE EXT.
 7. REFER TO THE DRAWINGS FOR ALL SPECIFIC:
 - DIMENSIONS
 - MATERIALS
 - FINISHES
 - ELEVATION FRAME WALLS FACE TO FACE
 - FINISHES TO FACE
 - FINISHES TO FINISH
 - FINISHES TO CENTER OF STUDIOS
 - UNLESS NOTED OTHERWISE.
 8. NOTES TO COVER SHEET FOR TYPICAL ARCHITECTURAL LIBRARY.
 9. ALL REPAIRS THROUGH THE ASSEMBLY SHALL HAVE APPROPRIATE FINISHES.
 10. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SHOWN. DETAILS LABELED "NOTES" ON THE DRAWINGS ARE TO BE USED IN ALL SITUATIONS THAT ARE NOT THE SAME OR SIMILAR TO THOSE SHOWN. DETAILS LABELED "NOTES" ON THE DRAWINGS ARE TO BE USED IN ALL SITUATIONS THAT ARE NOT THE SAME OR SIMILAR TO THOSE SHOWN.
 11. REFER TO THE DRAWINGS FOR ALL SPECIFIC:
 - DIMENSIONS
 - MATERIALS
 - FINISHES
 - ELEVATION FRAME WALLS FACE TO FACE
 - FINISHES TO FACE
 - FINISHES TO FINISH
 - FINISHES TO CENTER OF STUDIOS
 - UNLESS NOTED OTHERWISE.
- UNPAID DRAWING SPACES ARE FOR THE NETWORK PURPOSES ONLY. NO CHARGES ARE ASSIGNED TO ANY UNIT.

LEGEND

- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING AISLE STRIPING PER ADA GUIDELINES.

FINISH SCHEDULE

1. BEDROOMS & BEDROOMS 2 & 3 CLOSETS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
BASE 1/2" PAINTED WOOD V/S/O/C
CEILING - 1" THICKED SPRAW FASH
ON SUSPENDED GYPSUM BOARD.
2. ALL OTHER ROOMS
FLOOR - CARPET
WALLS - PAINTED GYPSUM BOARD
BASE 1/2" PAINTED WOOD V/S/O/C
CEILING - 1" THICKED SPRAW FASH ON CONCRETE SLAB
OR GYPSUM BOARD
3. ALL CEILINGS TO BE SUSPENDED GYPSUM BOARD UNLESS
NOTED OTHERWISE.



 NORTH
 ASX
 1 TWENTY FOURTH FLOOR PLAN
 A-25 SCORE: 1/4=1-0

[illegible]

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

 Hatch Mott
MacDonald
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
161 N. BELTLINE HWY.
MOBILE, AL 36608
Telephone: (251) 343-4306 • Fax: (251) 343-6902

SHEET TITLE
TWENTY
FOURTH
FLOOR PLAN

This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.

ARCHITECTURAL NOTES

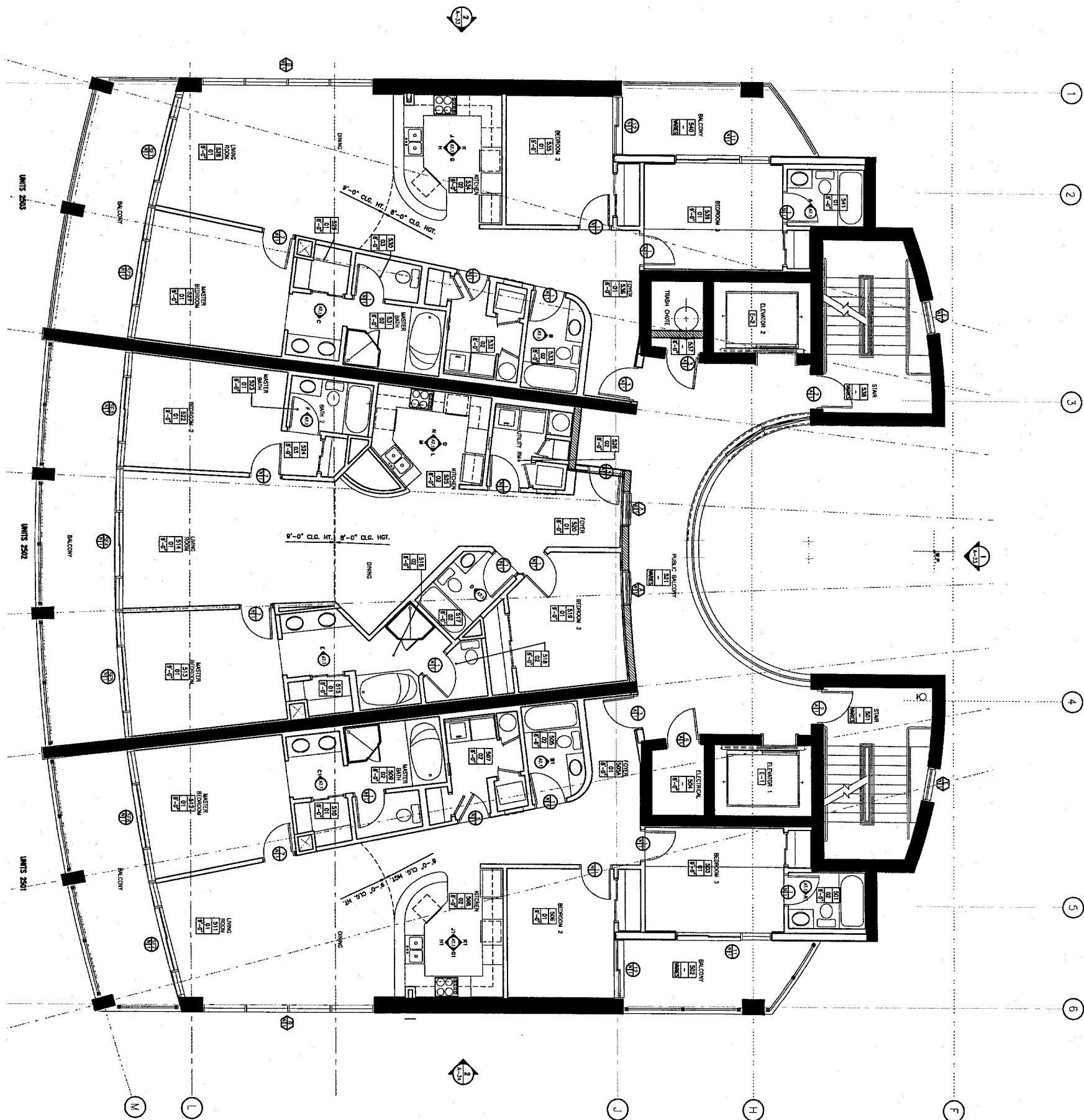
1. METHOD FOR DESIGNING WALLS AND OPENINGS:
- EXTERIOR FROM WALL FACE OF STUDY AND CENTER OF OPENING.
- INTERIOR FROM CENTERLINE OF STUDY.
- UNLESS OTHERWISE NOTED.
2. ALL INTERIOR ROOMS SHALL BE 4' CLEARED FROM PERIMETER OF STUDY WALL AND 2' CLEARED FROM CORNER WALLS, UNLESS NOTED OTHERWISE.
3. GENERAL CONTRACTOR SHALL CORRELATE THE LOCATION OF REQUIRED BLOOMS IN WALLS TO RECESS CABINETS, SHELVEING, TOILET ACCESSORIES, ETC.
4. PROVIDE SPECIFIED SUBMITTAL ROOMS AT ALL BATHROOMS, TOILET ROOMS, AND JANITOR ROOMS, UNLESS NOTED OTHERWISE.
5. WOOD "TYPIC" INDICATES FINISH FACE OF WALLS, UNLESS NOTED OTHERWISE.
6. WOOD "TYPIC" INDICATES FINISH RECESSED FIRE EXTINGUISHER CABINET W/ FIRE EXT.
7. REFER TO CML, STRUCTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
8. REFER TO COVER SHEET FOR TYPICAL ARCHITECTURAL LEGEND.
9. ALL REVISIONS THROUGH FIRE ASSEMBLIES SHALL HAVE APPROPRIATE FIRESTOPPING.
10. DETAILS UNLESS TYPICAL DETAILS ON THE DRAWINGS ARE SPECIFICALLY IDENTIFIED. SEE DETAILS APPROPRIATE TO THE TYPE OF WALL AND OPENING. DETAILS SHALL BE RECORDED BY THE ARCHITECT ON EXISTING WALLS AND OPENINGS.
11. REFER TO LIFE SAFETY SHEET, AS FOR TYPES AND LOCATIONS OF RATED WALL ASSEMBLIES, FIRE EXTINGUISHER LOCATIONS, AND LOCATIONS OF EXITS.
12. UNRATED PARKING SPACES ARE FOR REFERENCE PURPOSES ONLY. NO SPACES ARE ASSIGNED TO ANY UNIT.

LEGEND

- MOONIES LANDSCAPE PLANNING BED
- PAINTED PARKING ASSET STRIPING PER ADA GUIDELINES

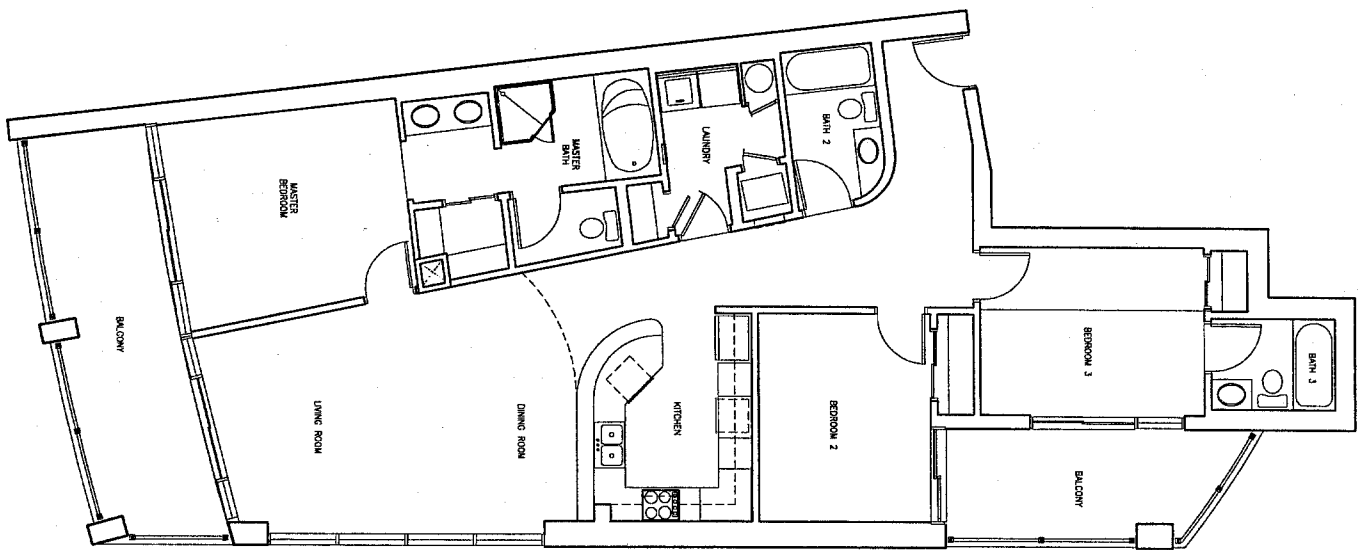
FINISH SCHEDULE

1. BEDROOMS & BATHROOMS 1 & 2 CLOSETS
WALLS - PAINTED
BASE - PAINTED WOOD VENEER
FLOOR - PAINTED WOOD VENEER
ON SUPPORTED CEMENT BOARD
2. ALL OTHER ROOMS
WALLS - PAINTED
BASE - PAINTED WOOD VENEER
FLOOR - PAINTED WOOD VENEER
ON SUPPORTED CEMENT BOARD
ALL CEILING TO BE SUPPORTED CEMENT BOARD UNLESS NOTED OTHERWISE.



1 TWENTY FIFTH FLOOR PLAN
SCALE: 1/4"=1'-0"

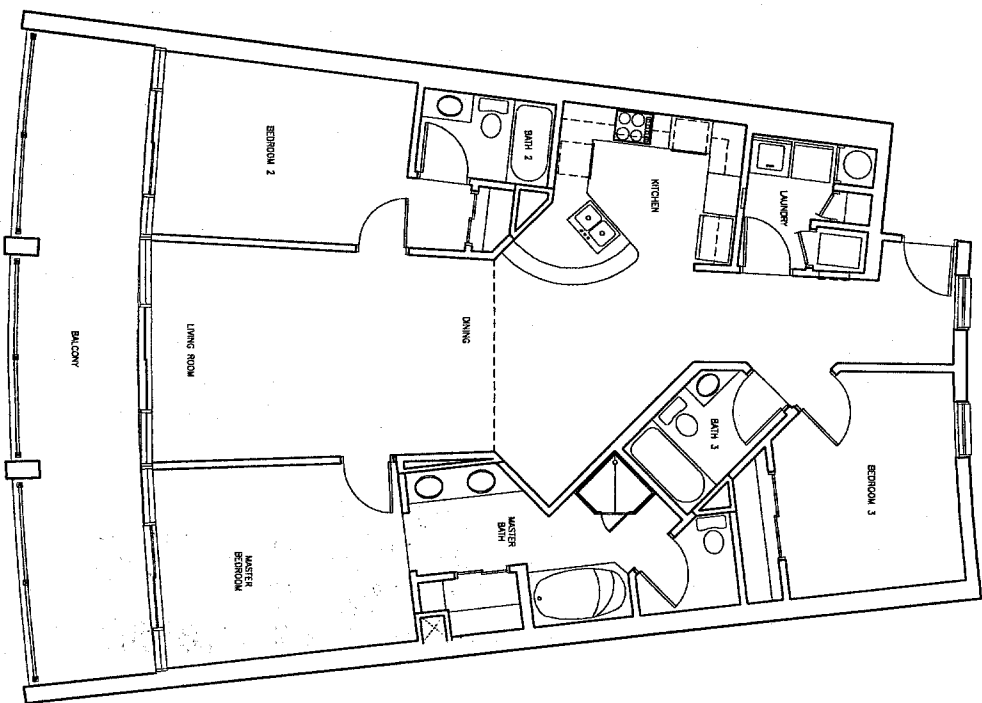
SHEET TITLE TWENTY FIFTH FLOOR PLAN A-26	DATE: APRIL 8, 2003	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. MOBILE, AL 36684 Telephone: (251) 343-4388 • Fax: (251) 343-4802
	DRAWN BY: J.E. G.W. K.J. H.D. G.J. G.Y.			
	PROFESSION: ARCHITECTURE			
	PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244			



1
A-27
TYPICAL UNIT 01 FLOOR PLAN
SCALE: 1/8"=1'-0"

SHEET NUMBER A-27	UNIT 01 FLOOR PLAN	SHEET TITLE	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC	 Architects Engineers 191 N. BELTLINE HWY. MOBILE, AL 36688 Telephone: (251) 343-4388 • Fax: (251) 343-6822
			DESIGNED BY:						
			DRAWN BY: J.E., G.W., K.K. H.D., G.K., G.Y.						
			PROFESSION:						
			ARCHITECTURE						
			PROJECT ARCHITECT:						
			RICHARD R. HELTON						
			H.A.M.A. PROJECT NUMBER:						
			200244						

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.

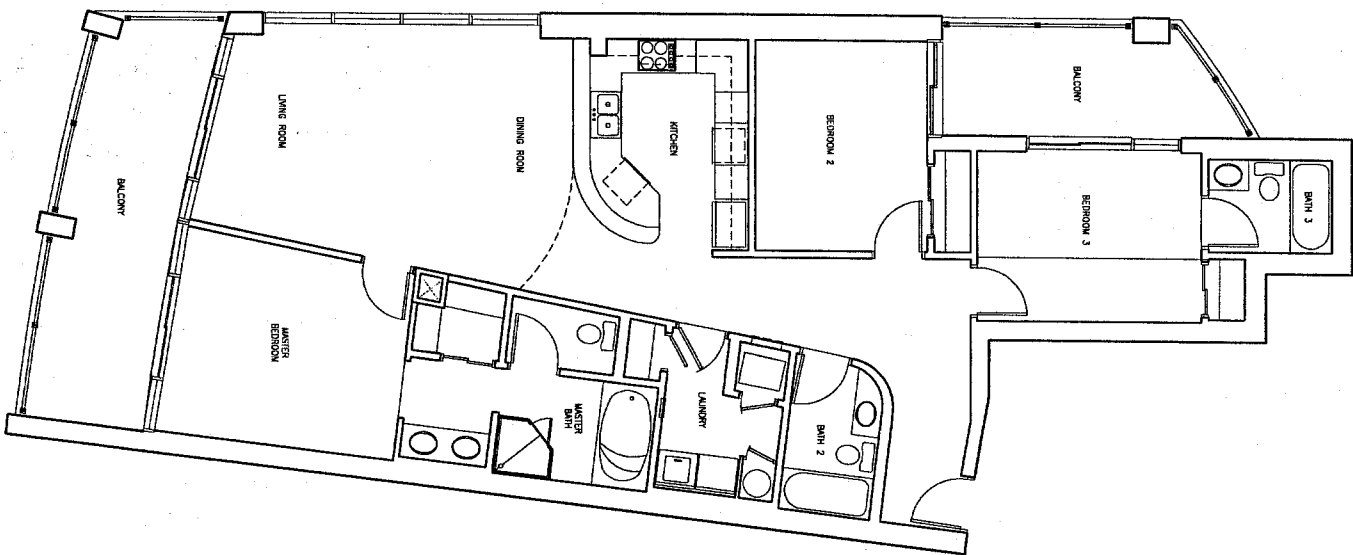


1 TYPICAL UNIT 02 FLOOR PLAN
SCALE: 1/8" = 1'-0"

SHEET NUMBER A-28	SHEET TITLE UNIT 02 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 401 N. BRITLAW HWY. Mobile, AL 36628 Telephone: (201) 543-0989 • Fax: (201) 543-0002
		DESIGNED BY:				
		DRAWN BY: J.E., G.W., K.K. H.D., G.K., G.Y.				
		PROFESSION: ARCHITECTURE				
		PROJECT ARCHITECT: RICHARD R. HILTON				
		H.M.M.A. PROJECT NUMBER: 200244				

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and shall not be reproduced without the written consent of Hatch Mott MacDonald Alabama, LLC.

This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.



1 TYPICAL UNIT 03 FLOOR PLAN
SCALE: 1/4" = 1'-0"

A-29	SHEET NUMBER: UNIT 03 FLOOR PLAN	SHEET TITLE: DATE: APRIL 8, 2003 DESIGNED BY: DRAWN BY: J.E. G.W. K.K. H.D. G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. PELTON H.M.M.A. PROJECT NUMBER: 2002044	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 161 N. BELTLINE HWY. Mobile, AL 36608 Telephone: (251) 943-0288 • Fax: (251) 943-9802

This drawing is the property of Hatch Mott MacDonald Alabama, LLC., and may not be reproduced without written permission.

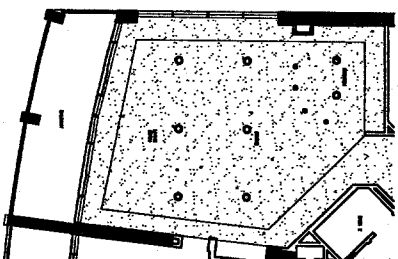
NOTE: CONTRACTOR SHALL IMMEDIATELY NOTIFY ARCHITECT OF ANY DISCREPANCIES IN DIMENSION BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS.

ARCHITECTURAL NOTES

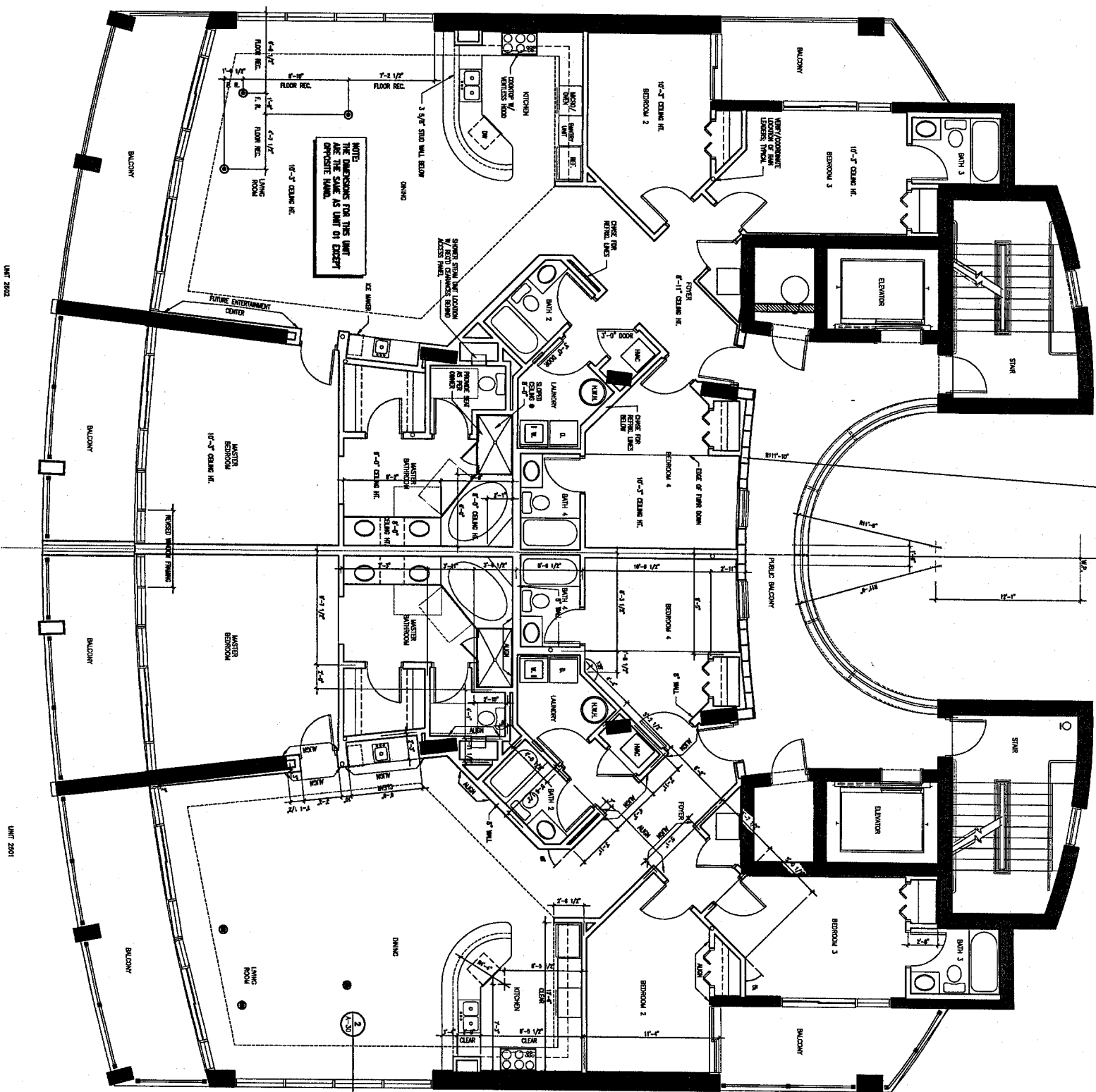
- [illegible]

LEGEND

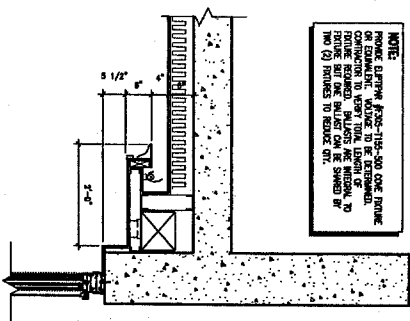
- INDICATES LANDSCAPE PLANTING BED
- PAINTED PARKING ASLE STRIPING PER ADA GUIDELINES



PARTIAL REF. CLNG. PLAN



2 DETAIL



NOTE:
PROVIDE BLU-PAPER #305-7155-500 CODE FURNITURE OR EQUIVALENT. VOLUME TO BE DETERMINED. CONTRACTOR TO VERIFY TOTAL LENGTH OF FURNITURE REQUIRED. BALLISTS ARE INTERIOR, TO FURNITURE BUT ONE BALLIST CAN BE SHAVED BY TWO (2) FURNITURES TO REDUCE QTY.

- ALL MAIN LEADERS @ 25TH FLOOR TO BE CAST IN
- ALL DOORS TO BE 8'-0" IN HEIGHT
- PROVIDE 7'-0" CEILING AT ALL 25TH FLOOR UTILITY ROOMS TO ACCOMMODATE INSTALLATION OF REFRIGERANT PIPING
- PROVIDE TOILET ACCESSORIES & APPROPRIATE BLOODING AS PER AS-1 DATED JAN. 2, 2004

DATE:	APRIL 8, 2003	DATE:	REV.	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E. G.W. K.K. H.D. G.W. G.V.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. NELTON			
H.A.M.A. PROJECT NUMBER:	226364			

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

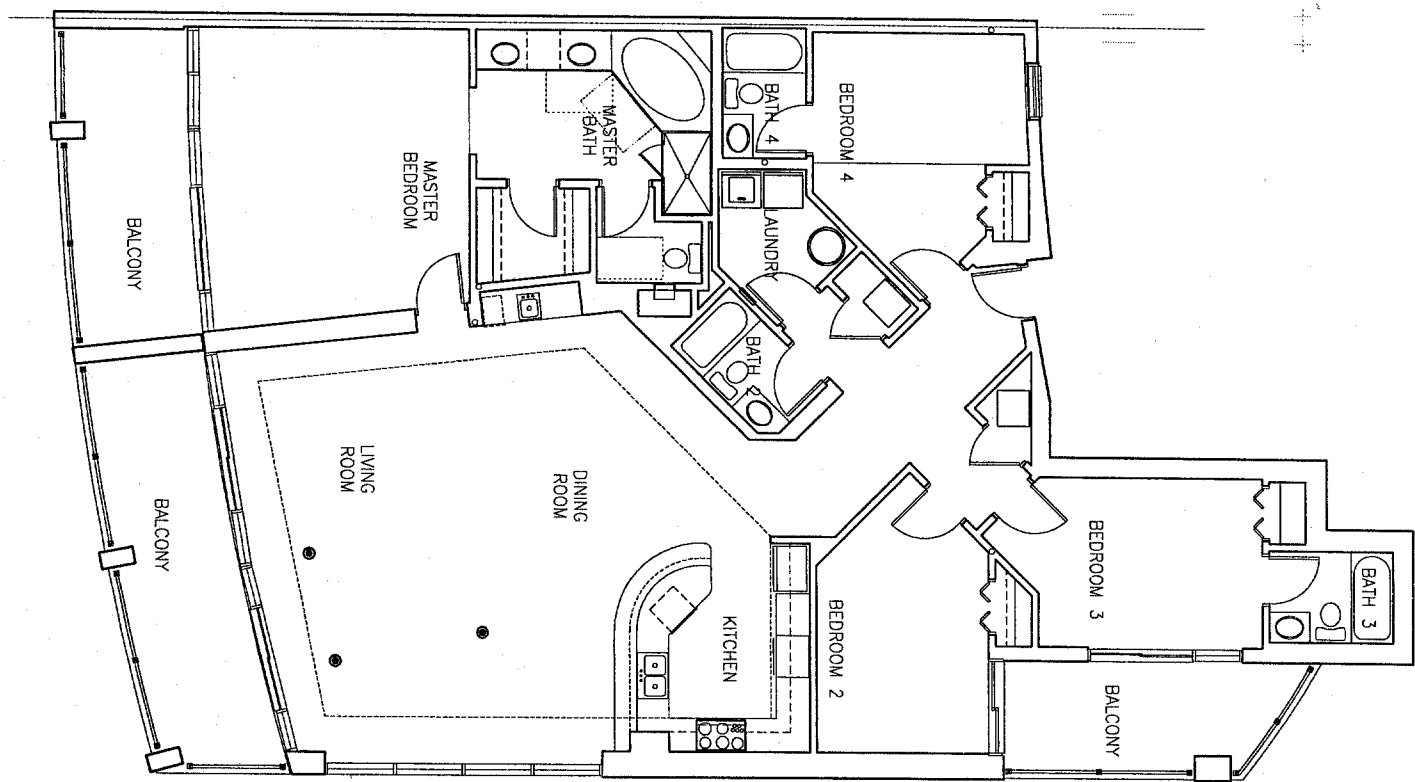


**Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTLINE HWY.
Mobile, AL 36608
Telephone: (251) 343-4388 • Fax: (251) 343-8002

SHEET TITLE:
**OVERALL
PENTHOUSE
FLOOR PLAN**

A-30

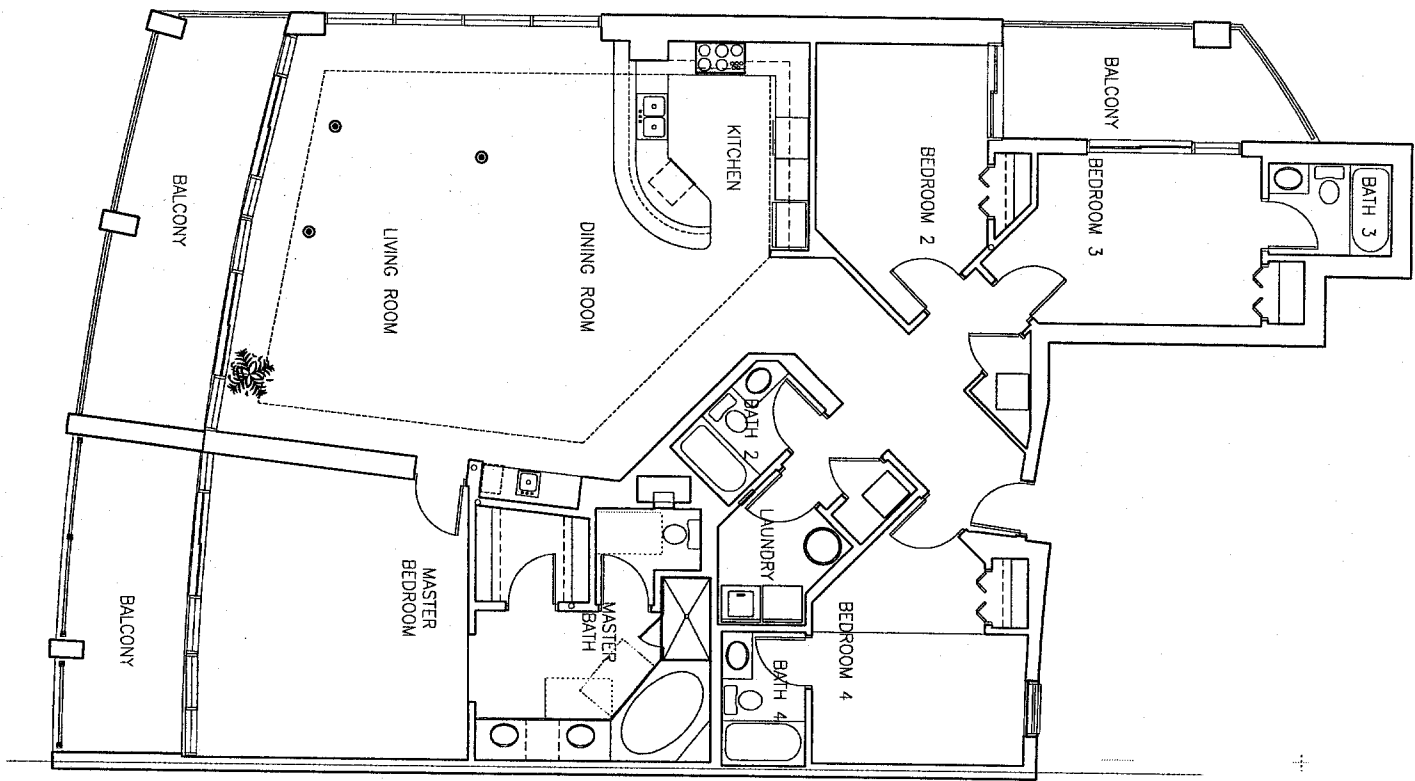


1
A-31

PENTHOUSE UNIT 01 FLOOR PLAN
SCALE: 1/8"=1'-0"

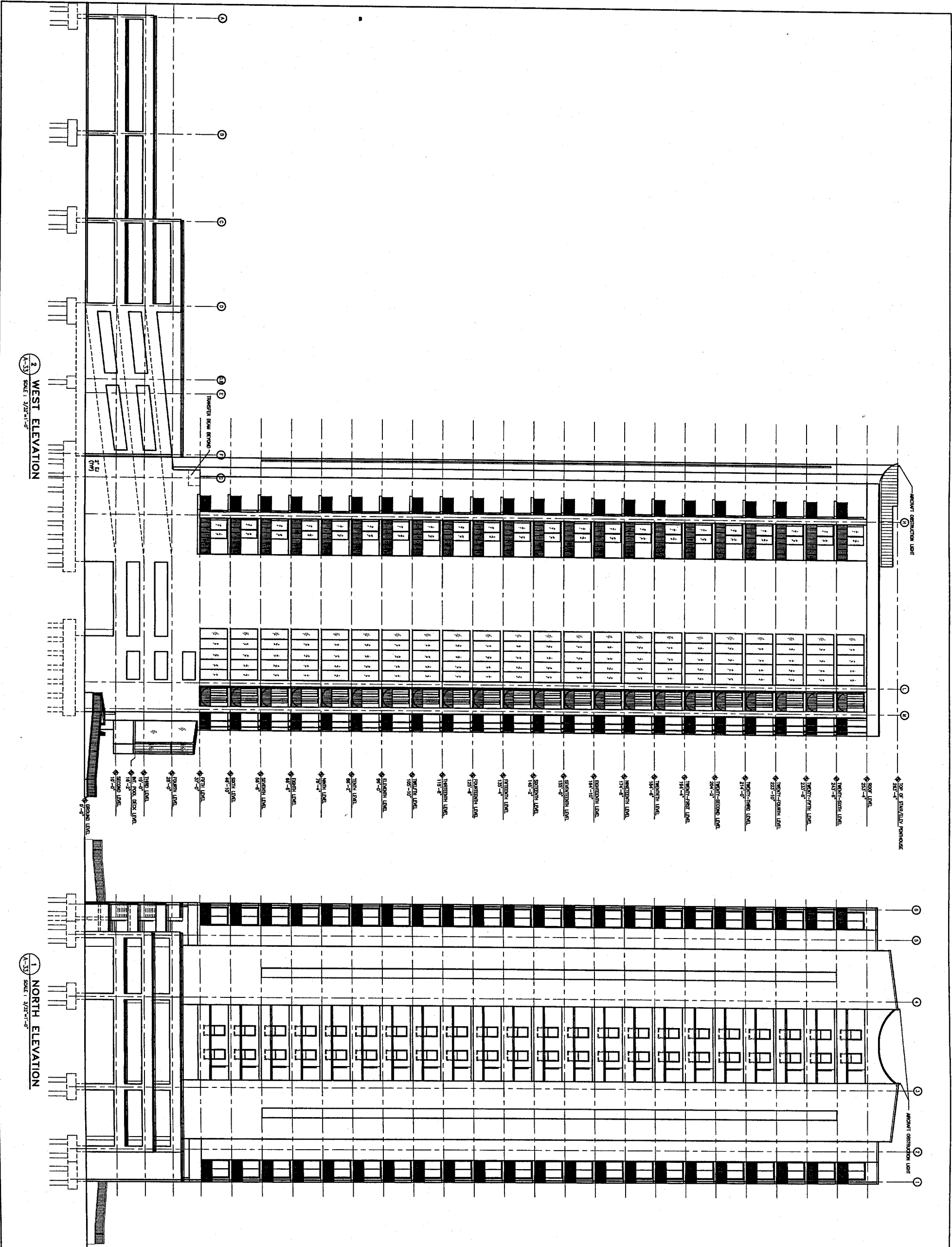
SHEET NUMBER: A-31	SHEET TITLE: PENTHOUSE UNIT 01 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION
		DESIGNED BY:			
		DRAWN BY: J.E. G.W., K.K. H.D., G.K., G.Y.			
		PROFESSION: ARCHITECTURE			
		PROJECT ARCHITECT: RICHARD R. HILTON			
		H.M.M.A. PROJECT NUMBER: 2002044			
ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA					
 Hatch Mott MacDonald Alabama, LLC Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36605 Telephone: (205) 343-4388 • Fax: (205) 343-8802					

This drawing is the property of Hatch Mott MacDonald Alabama, LLC, and may not be reproduced without written permission.



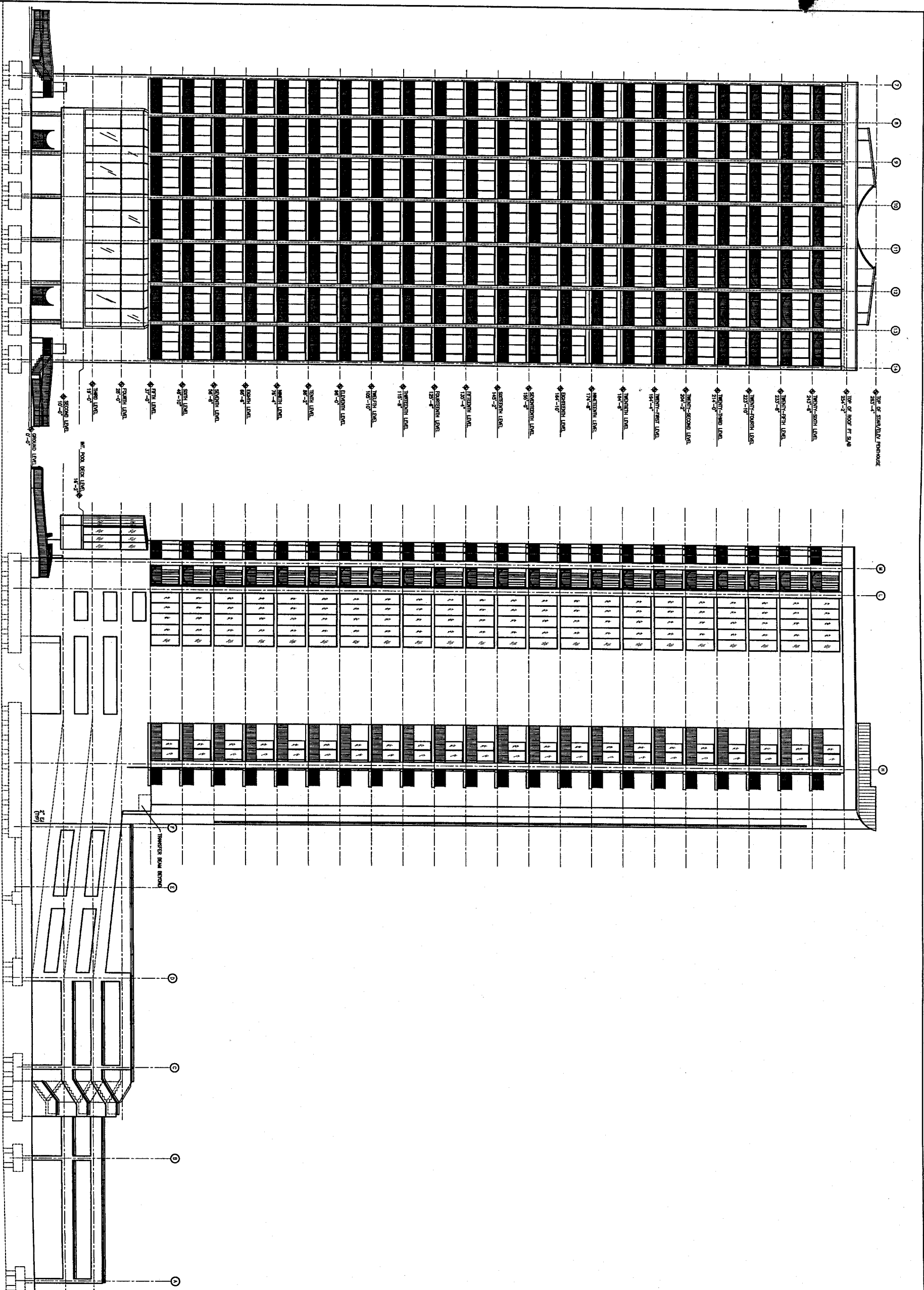
1
A-32
SCALE: 1/4" = 1'-0"
PENTHOUSE UNIT 02 FLOOR PLAN

PROJECT NUMBER: A-32	SHEET TITLE: PENTHOUSE UNIT 02 FLOOR PLAN	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION	ISLAND TOWER CONDOMINIUMS GULF SHORES, ALABAMA	 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC Architects Engineers 101 N. BELTLINE HWY. MOBILE, AL 36682 Telephone: (251) 343-0000 • Fax: (251) 343-0002
		DESIGNED BY: DRAWN BY: J.E. G.W. K.K. H.D., G.K. G.Y. PROFESSION: ARCHITECTURE PROJECT ARCHITECT: RICHARD R. HILTON H.M.A. PROJECT NUMBER: 200244					



PROJECT TITLE: BUILDING ELEVATIONS WEST & NORTH	DATE: APRIL 8, 2003	DATE	REV.	REVISION DESCRIPTION
	DESIGNED BY:			
	DRAWN BY: J.E. G.W. K.K. H.D. G.K. S.V.			
	PROFESSION: ARCHITECTURE			
	PROJECT ARCHITECT: RICHARD R. NELTON			
	H.M.A. PROJECT NUMBER: 200244			
ISLAND TOWER CONDOMINIUMS				
GULF SHORES, ALABAMA				
 Hatch Mott MacDonald Hatch Mott MacDonald Alabama, LLC				
Architects Engineers 181 N. BELTLINE HWY. Mobile, AL 36688 Telephone: (251) 943-4288 • Fax: (251) 943-4802				

2 EAST ELEVATION
A-34 SCALE: 3/32"=1'-0"



SHEET TITLE: BUILDING ELEVATIONS EAST & SOUTH	SHEET NUMBER: A-34
	(Empty space for notes or details)

DATE:	APRIL 8, 2009	DATE:	REV:	REVISION DESCRIPTION
DESIGNED BY:				
DRAWN BY:	J.E. G.W., K.K. H.D., G.K., G.V.			
PROFESSION:	ARCHITECTURE			
PROJECT ARCHITECT:	RICHARD R. HELTON			
H.M.A.A. PROJECT NUMBER:	200244			

**ISLAND TOWER
CONDOMINIUMS**

GULF SHORES, ALABAMA

 **Hatch Mott
MacDonald**
Hatch Mott MacDonald Alabama, LLC

Architects Engineers
181 N. BELTUNE HWY.
Mobile, AL 36608
Telephone: (251) 343-4398 • Fax: (251) 343-8932

**ARTICLES OF INCORPORATION
OF
ISLAND TOWER OWNERS ASSOCIATION, INC.**

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2004 November - 8 1:53PM

Instrument Number 851281 Pages 7
Recording 25.00 Mortgage
Deed Min Tax
Index DP

Archive 5.00
Adrian T. Johns, Judge of Probate

By these Articles of Incorporation, the undersigned natural persons over the age of nineteen (19) years hereby associate themselves for the purpose of forming a not for profit corporation under the Alabama Nonprofit Corporation Act, §10-3-1 et seq., Code of Alabama (1975) and the Alabama Uniform Condominium Act of 1991, §35-8A-101 et seq., Code of Alabama (1975), and verify as follows:

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation shall be Island Tower Owners Association, Inc. The Corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in the Alabama Nonprofit Corporation Act, §10-3-1 et seq., Code of Alabama (1975) and the Alabama Uniform Condominium Act of 1991, §35-8A-101 et seq., Code of Alabama (1975) (the "Acts") and the Declaration of Condominium of Island Tower, a Condominium to be recorded in the Public Records of Baldwin County, Alabama ("Declaration"), unless the context otherwise requires.

**ARTICLE II
PURPOSE**

The Association is organized for the purpose or purposes of transacting any and all lawful business, including but not limited to the following:

- (1) To maintain, operate and manage the Condominium known as Island Tower, a Condominium located at 521 West Beach Boulevard, Gulf Shores, Baldwin County, Alabama, and to do all things incident, necessary, convenient, expedient, ancillary or in aid of the accomplishment of the foregoing.
- (2) To own, operate, lease, sell, trade or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

182158

ARTICLE III POWERS

3.01. Implied Powers. The Association shall have all of the common law and statutory powers of a not for profit corporation which are not in conflict with the purposes of the Association as set forth in this ARTICLE, the Declaration and the Acts.

3.02. Specific Powers. In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Acts, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration including, but not limited to, the following irrevocable rights, powers and authority:

(1) To enforce the covenants and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

(2) To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses of the Condominium; to make, levy and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses of the Condominium as provided for in the Condominium documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

(3) To maintain, repair, replace and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace and operate under the Condominium Documents.

(4) To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

(5) To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

- (6) To employ personnel to perform the services required for proper operation of the Condominium;
- (7) To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its Members;
- (8) To reconstruct the Condominium Property after casualty or other loss;
- (9) To make additional improvements on and to the Condominium Property;
- (10) To approve or disapprove the transfer, mortgage and ownership of Units to the extent such power is granted to it under the Condominium Documents;
- (11) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;
- (12) To acquire, by purchase or otherwise, Units in the Condominium and to hold, lease, mortgage and convey the same;
- (13) To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;
- (14) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units.
- (15) To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to the individual Units.
- (16) To adopt and establish By-Laws for the operation of the Condominium Association.

ARTICLE IV ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to the Members, Directors or Officers of the Association. Nevertheless, the Association may pay compensation in an reasonable amount to its Members, Directors and Officers for services rendered, and the Association may

confer benefits on its Members in conformity with the Declaration and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

ARTICLE V MEMBERS

5.01. Qualification. The Members of the Association shall consist of all of the Unit Owners of record in the Condominium.

5.02. Certification of Membership. This Corporation shall issue no shares of stock of any kind or nature whatsoever.

5.03. Change in Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed of other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior Unit Owner shall thereby be terminated.

5.04. Transfer of Membership. The membership of a Member in the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to such Member's Unit.

5.05. Meetings. The By-Laws, subject to any proviso therein, shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

5.06. Voting. The Owner of each Unit shall be entitled to the number of votes specified in the Declaration for that Unit. The manner of exercising voting rights shall be determined by the By-Laws.

ARTICLE VI DIRECTORS

6.01. Number. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but which shall consist of not less than three (3) Directors nor more than seven (7) Directors. Except as may otherwise be provided in the By-Laws, each Director shall be either a person designated by the Developer or a person entitled to cast a vote in the Association.

6.02. Election. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the By-Laws.

6.03. Authority. All of the duties and powers of the Association existing under the Condominium Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration, these Articles or the By-Laws.

6.04. Initial Directors. The names and address of the three (3) Members of the initial Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
SUNNIE LAINE HAAPT	Post Office Box 1227 Gulf Shores, Alabama 36547
SUSAN M. SHALLOW	Post Office Box 1227 Gulf Shores, Alabama 36547
KARLY A. SHALLOW	Post Office Box 1227 Gulf Shores, Alabama 36547

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers designated in accordance with the By-Laws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the By-Laws are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
KARLY A. SHALLOW	President	Post Office Box 1227 Gulf Shores, Alabama 36547
SUSAN M. SHALLOW	Vice-President	Post Office Box 1227 Gulf Shores, Alabama 36547
SUNNIE LAINE HAUPT	Secretary/Treasurer	Post Office Box 1227 Gulf Shores, Alabama 36547

ARTICLE VIII DURATION

The duration of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the terms of the Declaration

ARTICLE IX REGISTERED OFFICE AND AGENT

The initial registered office of the Association is 144 Cove Avenue, Gulf Shores, Alabama 36542, and the name of the initial agent at that address is G. DAVID CHAPMAN III, P.C.

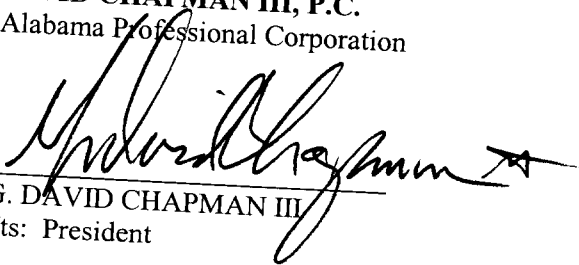
ARTICLE X INCORPORATORS

The name and address of each Incorporator of the Association is:

<u>NAME</u>	<u>ADDRESS</u>
G. DAVID CHAPMAN III, P.C.	Post Office Box 1508 Gulf Shores, Alabama 36547

Done this 8th day of November, 2004.

G. DAVID CHAPMAN III, P.C.
An Alabama Professional Corporation

By: 

G. DAVID CHAPMAN III
Its: President

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. DAVID CHAPMAN III, whose name as President, of G. DAVID CHAPMAN III, P.C., an Alabama Professional Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and seal this the 8th day of November, 2004.

Diane B. Soter
Notary Public

My Commission Expires:

12/09/2006

THIS INSTRUMENT PREPARED BY:

G. DAVID CHAPMAN III
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 02.4755

Island Tower Condominiums

521 West Beach Boulevard
Gulf Shores, Alabama 36542

Rules and Regulations

1. Normal household pets are permitted at the discretion of the Unit owner. Pets are not allowed in the common areas except when on a leash for ingress and egress purposes only.
2. No cooking on private balconies or in any common areas except the grill area on the East side of the building
3. Running is not permitted throughout the entire property.
4. Feeding birds is not permitted anywhere on the property particularly on private balconies.
5. Loud Radios, stereos and other musical equipment that disturb others are not permitted.
6. No fireworks are allowed anywhere on the property or beach area.
7. Hanging towels or anything on balcony rails is not allowed.
8. No bicycles, scooters, skateboards, roller blades or similar equipment is allowed in the common areas.
9. No glass is allowed in or near pool area or on beach.
10. Owners/guest must have a parking permit posted in their vehicle at all times.
11. All vehicles larger than a normal size car or truck are prohibited from parking anywhere on the Island Tower site unless approved by the President of the Association.

STATE OF ALABAMA :

BALDWIN COUNTY :

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 5/12/2015 2:06 PM
TOTAL \$ 18.00
4 Pages

1517976



**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF ISLAND TOWER, A CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Island Tower, a Condominium was recorded at Instrument #852526, in the Office of the Probate Judge of Baldwin County, Alabama ("Declaration"); and

WHEREAS, Article XIX provides for the Amendment to the Declaration; and

WHEREAS, after proper notice, at the special meeting held on April 29th, 2015, the following amendment to the Declaration was adopted by the affirmative vote or agreement of Unit Owners to which at least sixty-seven percent (67%) of the vote of the Association which are allocated. The Association has no record of any Eligible Mortgagees entitled to vote.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration shall be amended as follows:

The following sentence be added to the end of 9.01(1)(a) "However, should it be determined by the Board that due to the Unit Owner's negligence, the windows, screening and glass including glass between the Unit and any patio or deck adjacent to such Unit need to be repaired or replaced, said expense shall be the financial responsibility of the Unit Owner.", as follows:

9.01. Maintenance by the Association.

(1) *The Association, as a Common Expense, shall maintain, repair and replace if necessary the following:*

(a) *All portions of the Common Elements and Limited Common Elements not the responsibility of a Unit Owner under the provisions of Paragraph 9.02 hereof. However,*

should it be determined by the Board that due to the Unit Owner's negligence, the windows, screening and glass including glass between the Unit and any patio or deck adjacent to such Unit need to be repaired or replaced, said expense shall be the financial responsibility of the Unit Owner.

The phrase "windows, screening and glass, including glass between the Unit and any patio or deck adjacent to such Unit" is deleted from 9.02(a)(1) such that 9.02(a)(1) shall read as follows:

9.02. *Maintenance by Unit Owners.*

(a) *Each Unit Owner shall maintain his Unit and the interior thereof in good tenable condition and repair, and shall repair, maintain and replace if necessary the following:*

(1) *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, all exterior doors, except the painting of the exterior faces of exterior doors which shall be a responsibility of the Association; and all wall coverings and carpeting within a Unit. However, should it be determined by the Board that due to the Unit Owner's negligence, the windows, screening and glass including glass between the Unit and any patio or deck adjacent to such Unit need to be repaired or replaced, said expense shall be the financial responsibility of the Unit Owner.*

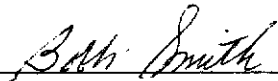
Except as otherwise amended herein, the Declaration shall be in full force and effect.

This Amendment shall be effective when recorded in the Office of the Judge of Probate, Baldwin County, Alabama.

Dated this 1st day of June, 2015.

ISLAND TOWER OWNERS ASSOCIATION, INC.
An Alabama Non-Profit Corporation

By: 
ED HAMMELE
Its: President

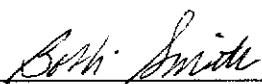
By: 
BOBBI SMITH
Its: Secretary

CERTIFICATE OF SECRETARY

We, ED HAMMELE and BOBBI SMITH, President and Secretary, respectfully, of ISLAND TOWER OWNERS ASSOCIATION, INC., an Alabama Non-Profit Corporation, do hereby certify that the foregoing Amendment to the By-Laws of Island Tower Owners Association, Inc. was properly noticed, voted upon and adopted by the said Association.

Witness my hand and seal this 1st day of June, 2015.


ED HAMMELE, President

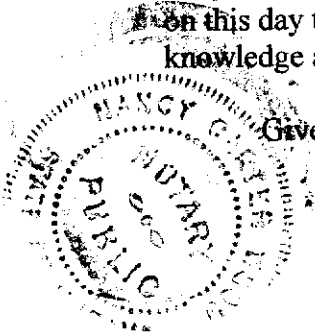

BOBBI SMITH, Secretary

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that ED HAMMELE and BOBBI SMITH, whose names as President and Secretary, respectfully, of ISLAND TOWER OWNERS ASSOCIATION, INC., an Alabama Non-Profit Corporation, are signed to the foregoing Certificate and who are known to me, did certify to me on this day that the contents of said Certificate are true and correct, to the best of their knowledge and belief.

Given under my hand and seal this the 1st day of June, 2015.



Nancy C. Wood
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES:
December 22, 2018

THIS INSTRUMENT PREPARED BY:
G. DAVID CHAPMAN III, P.C.
Attorney at Law
Post Office Box 1508
Gulf Shores, Alabama 36547
File 14.3035

ISLAND TOWER Pet Registration

Pet/Condo Owner _____ Unit _____

Mailing Address _____

City

State

Zip

Home Phone: _____ Cell: _____

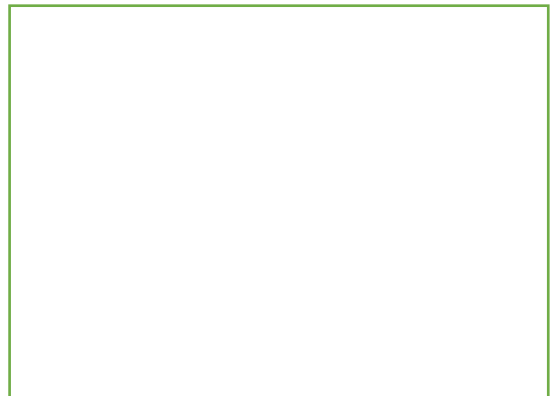
Email: _____

1)Pet's name	Breed	Vaccinations current Y N # _____	Color	Age	Sex
2)Pet's name	Breed	Vaccinations current Y N # _____	Color	Age	Sex

Please attach a current picture of your pet.



Pet 1



Pet 2

I have read and agree to abide by the policies outlined in the Island Tower Pet Policy.

Signature of owner

Date

ISLAND TOWER Pet Registration Process

- 1) Carefully read the attached Pet Policy.**
- 2) Complete the Pet Registration form including pictures of your pets and information requested.**
- 3) Mail the completed form to the following:**

Island Tower

P.O. Box 3592

Gulf Shores, Al. 36547

Or email: jessicas@coastlinemgmt.com

- 4) Submit the \$20 registration fee for each pet and mail with completed forms to address above.**
- 5) Upon receipt of completed form and fee payment, you will receive your pet identification tag which must be visible on your pet anytime on Island Tower property.**

Pet Policy

Island Tower Condominiums

As outlined in the Association Declarations, Section (7.18-#9), no animals of any kind shall be kept in any unit or any portion of the Condominium property except by written consent of the Board of Directors and shall to be subjected to the following Rules & Regulations:

Screening/Registration

Pets are permitted **ONLY** by unit owners. Renters and guests are not permitted to bring any pets on the condominium property. Each pet owner is required to complete a Pet Registration Form before occupying the unit with a pet. A current photograph must be attached to the application. The managing agent or designated person will issue an owner tag as well as present a copy of the pet policy to the owner for review and signature.

Each registered pet will be provided an Island Tower owner tag/leash which must be worn and visible when on Island Tower property.

There will be cost of \$20 for each pet registration; replacement tags/leashes cost likewise.

Permissible Pets

Cats are *not allowed* due to the federal regulations protecting the beach mouse, an endangered species as declared by federal statutes.

Dogs are the only acceptable pets. Aggressive breeds are discouraged. The Board of Directors reserve the right to demand removal of any aggressive pet immediately.

*Number Allowed: 2

*Present owners will be grandfathered only once; thereafter, they must conform to only 2 pets.

ONLY dogs owned by owners are permitted; other small animals are NOT permitted including, but not limited to rabbits, birds, lizards, snakes, fish, or any other small caged animals.

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units by providing the appropriate certification paperwork. Furthermore, nothing herein shall hinder full access to the units and the common areas by individuals with disabilities.

Pets shall not be kept, bred, or used for any commercial purpose. All dogs should be spayed or neutered.

Pet must be confined to the pet owner's unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

According to local regulations, no pets are allowed on the beach.

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings.

Failure to remove pet waste from area immediately may result in a \$50 fine for each occurrence as documented by residents, security or managing personnel. After the third offense, the board has the right to request the pet be removed from the complex.

Owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.

No pet shall be allowed to become a nuisance or create any unreasonable disturbance such as, but not limited to: failure of owner to pick up animal waste or use designated area, unruly or aggressive behavior, loud and/or continuous noise, not leashed or under physical control of owner, relieve themselves on walls or floors of common areas or are conspicuously unclean or parasite infested.

Owners shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s). The Declarations of the Island Tower Condominiums supersedes any and all part of this policy.

Enforcement

Any resident, security or managing agent personnel observing and documenting an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved immediately, it must be put in writing, signed, and presented to the (board of directors, managing agent). If the board is in agreement with such complaint, the owner will receive written notice of the violation.

If upon the third violation(s) the problem is still unresolved, arrangements will be made for a hearing. (At the board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The board of directors may require the permanent removal of any pet, if such pet is determined by the board to be a nuisance or a danger.

If so determined, the owner will have 24 hours to remove the pet from the premises. **Failure to remove the offending pet from premises within the designated timeframe will result in a \$100 fine.** The board of directors, managing agent may demand the offending pet be permanently prohibited from the condominium property. The board of directors, managing agent has the authority to assess and collect fines, collect late fees, and file liens on the stated property owner for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

ADOPTED BY THE BOARD OF DIRECTORS
8/28/2018