

STATE OF ALABAMA)
COUNTY OF BALDWIN)

DECLARATION OF CONDOMINIUM

OF

FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM

MSC. 59 ARE 1384

STATE OF ALABAMA,
BALDWIN COUNTY

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EXHIBIT A

Plat, Plans, Legal Description of Phase I, etc.

EXHIBIT B

Legal Description of Phase II

EXHIBIT C

Articles of Incorporation (with Articles of Amendment)

EXHIBIT D

By-Laws

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DECLARATION OF CONDOMINIUM

OF

FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM

THIS DECLARATION is made and executed by PIER CORPORATION, INC., an Alabama corporation ("Declarant"), pursuant to the provisions of the Condominium Ownership Act as amended, Sections 35-8-1, to -22 of the Alabama Code ("Act").

1. RECITALS.

(a) Declarant and the persons joining in this Declaration are the owners of the real property and improvements ("Property") located in Gulf Shores, Alabama, hereinafter more particularly described.

(b) Declarant, by recording this Declaration, submits the Property to the provisions of the Act.

(c) The covenants, conditions, and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

(d) Declarant has filed simultaneously herewith a plat of survey depicting the location and dimensions of the submitted land, plans of every structure which contains all or part of any Unit or Units, and the approximate location of all improvements upon the submitted land, a copy of same being attached hereto as part of Exhibit "A".

(e) The Property shall be known as FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM ("FOUR SEASONS OF ROMAR BEACH", which name shall include Phases I and II, unless otherwise provided). The address of the Property is Highway 82, Romar Beach, Alabama.

2. DEFINITIONS. The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

(a) "Additional Land" - The real property described in Paragraph 11, which has not yet been submitted to the provisions of the Act, but which may hereafter be added as a whole or in part to the FOUR SEASONS OF ROMAR BEACH as provided in Paragraph 11.

(b) "Association" - The FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama non-profit corporation, which is comprised of all of the Condominium Unit Owners acting as a group in accordance with the Bylaws and Declaration to govern the affairs of FOUR SEASONS OF ROMAR BEACH.

(c) "Board of Directors" - Directors acting as a representative group of the Association.

(d) "Building" - A structure containing one or more Private Elements that has been or shall hereafter be constructed on the land.

(e) "Common Elements" - The land within FOUR SEASONS OF ROMAR BEACH; the foundations, columns, girders, beams, supports, main walls, entrances, and exits of the buildings; the walkways, elevators, yards, gardens, parking areas, and storage spaces; installations such as power, light, gas, hot and cold water, existing for common use; all apparatus and

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installations existing for common use; recreational and other community facilities, including pools, patio, exercise room, meeting room, and pier; and all other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, and all areas and facilities designated as common elements in the Act.

(f) "Common Expenses" - All expenditures or liabilities arising out of ownership of Common Elements lawfully made or incurred by, or on behalf of, the Association, together with all funds lawfully assessed for the creation and/or maintenance of reserves.

(g) "Common Surplus" - The excess, if any, of all receipts of the Association arising out of ownership of Common Elements over the amount of Common Expenses.

(h) "Condominium Unit" or "Unit" - A Private Element together with the undivided interest in the Common Elements appertaining to that Private Element.

(i) "Condominium Unit Owner" or "Unit Owner" or "Owner" - The person (i.e., individual, corporation, partnership, trustee, association, or other entity, including Declarant) owning solely or all those persons owning jointly at least one (1) Condominium Unit.

(j) "Declaration" - The instrument by which the Property is submitted to the provisions of the Act and its lawful amendments.

(k) "Eligible Mortgage Holders" - Those persons and entities who hold a first mortgage on a Unit and who have requested the Association to notify them of any proposed action that requires consent of a specified percentage of Eligible Mortgage Holders.

(l) "Expandable Condominium" - A condominium to which additional property may be added, in accordance with the provisions of the Declaration.

(m) "Phase I" - FOUR SEASONS OF ROMAR BEACH as originally established by this Declaration prior to the addition of land to FOUR SEASONS OF ROMAR BEACH in accordance with Paragraph 11 hereof.

(n) "Phase II" - That part of FOUR SEASONS OF ROMAR BEACH that becomes a part thereof in accordance with Paragraph 11(a) hereof.

(o) "Property" - The land, the buildings, improvements and structures, all easements, servitudes, rights and appurtenances belonging thereto, and all chattels intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the Act, including additional land and improvements, when and if, added, as provided in Paragraph 11 hereof.

(p) "Private Elements" - The portions of FOUR SEASONS OF ROMAR BEACH designed and intended for individual ownership and use.

3. DESCRIPTION OF FOUR SEASONS OF ROMAR BEACH A CONDOMINIUM.

(a) DESCRIPTION OF THE LAND. The land on which the buildings and other improvements of Phase I are to be located is in Baldwin County, Alabama, and is more particularly described on Exhibit "A" attached hereto.

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(b) DESCRIPTION OF THE BUILDINGS AND OTHER IMPROVEMENTS. Phase I will consist of one building containing no fewer than nine (9) floors and thirty-five (35) two- and three-bedroom Private Elements, the floor plans of which and Unit numbers being more fully depicted on Exhibit "A" attached hereto. Private Elements will be one of three basic types (i) Type A - 9 Units - 1443 square feet heated plus 262 square foot deck, 2 bedroom, 2 1/2 bath; (ii) Type B - 8 Units - 1633 square feet heated plus 262 square foot deck, 3 bedroom, 3 bath; and (iii) Type C - 18 Units - 1731 square feet heated plus 231 square foot deck, 3 bedrooms, 3 bath. The building is constructed of concrete with steel studs and has uncovered parking areas. The interior partitions between Private Elements consist of double-stud walls, divided by soundboard and faced with gypsum sheetrock. The interior floors are of concrete construction with carpet, vinyl, and quarry tile floor coverings. The building is supplied with electricity, water, sewage, and garbage collection service. Each Private Element is equipped with individual heating and air conditioning equipment. The building is more fully depicted in the condominium plat and floor plans which are annexed hereto and made a part hereof as Exhibit "A".

Other significant improvements in FOUR SEASONS OF ROMAR BEACH include clubhouse with kitchen area and exercise room, patio, walkways and elevators, an indoor and outdoor swimming pool, jacuzzi, and a pier extending approximately 294' from mean high tide into the Gulf of Mexico, approximate location of which being depicted on the plans annexed hereto as Exhibit "A".

(c) DESCRIPTION OF PRIVATE ELEMENTS. The boundary lines of each Private Element are the undecorated or unfinished interior surfaces of its perimeter walls, bearing walls, lowermost floor, uppermost ceiling, interior surfaces of windows and doors, window frames and door frame, and trim. Each Private Element shall include both the portions of the building that are not Common Elements within such boundary lines and the space so encompassed. Without limitation, a Private Element shall include any finishing material applied or affixed to the interior surfaces of the interior walls, floors and ceilings, nonsupporting interior walls and all utility pipes, lines, systems, fixtures (including without limitation, chutes, flues, ducts, and conduits), or appliances found within the boundary lines of the Private Element and servicing only that Private Element. Each Private Element further includes its own air conditioning, heating and water heating apparatus, servicing said Private Element including the wires or pipes connected thereto until such point that such wire or pipe services more than one Private Element, whether or not said wires or pipes are within the Private Element boundary lines above described. Where fixtures, wires, or pipes serving one individual Private Element are installed partially within and partially without the plane for boundaries of the Private Element as above described, to the extent that such fixture, wire, or pipe serves only one Private Element, the entire fixture, wire, or pipe shall be deemed to be fully within the Private Element it serves. The air conditioning system serving each Private Element is part of the Private Element that each serves even though same is placed outside the boundary lines of Private Element. Each Unit Owner shall have the rights of access for repair and replacement of air conditioning system servicing the Private Element that is part of his Unit. Each Private Element shall include any terrace designed to be used exclusively by such Private Element, and any fixture to such terrace.

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(d) DESCRIPTION OF COMMON ELEMENTS. The Common Elements shall mean all land and all portions of the Property not contained within any, nor included in the meaning of, Private Element, including, without limitation, roofs, foundations, pipes, ducts, flues, floors, ceilings, conduits, wires, and other utility installations, bearing walls, perimeter walls, to the

undecorated or unfinished interior surfaces thereof, regardless of location, walkways, elevators, gardens, clubhouse, recreational areas, pools, patios, pier, and facilities which are now or hereafter contained within the Property, all installations of power, lights, gas, hot and cold water, existing for common use, and all other parts of the Property necessary or convenient to its existence, maintenance, and safety or normally in common use, and all areas and facilities designated as common elements in the Act.

(e) STATEMENT THAT FOUR SEASONS OF ROMAR BEACH HAS NO LIMITED COMMON ELEMENTS. There are no Limited Common Elements in FOUR SEASONS OF ROMAR BEACH.

4. CONDOMINIUM UNIT NUMBER AND PERCENTAGES OF UNDIVIDED INTEREST IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS.

(a) The maximum percentage of undivided interest in the Common Elements appurtenant to each Unit and the percentage share for Common Expenses and Common Surplus is as follows: Type A - 2.56%, Type B - 2.87%, and Type C - 3.00%. Such percentage in Common Elements, Common Expenses, and Common Surplus shall be subject to reduction, to accommodate expansion under the provisions of Paragraph 11. Except pursuant to the provisions of Paragraph 11, the percentage of undivided interest in the Common Elements appurtenant to any Private Element shall not be changed without the unanimous consent of all of the Condominium Unit Owners and all of the holders of record of any lien on any Unit, which consent must be expressed in an amendment to this Declaration duly executed by all such Owners and holders of recorded mortgages and recorded.

5. BOARD OF DIRECTORS AND ASSOCIATION - TRANSFER OF CONTROL - MANAGEMENT OR OTHER CONTRACT OR LEASE.

(a) The governing body of FOUR SEASONS OF ROMAR BEACH shall be the Board of Directors of the Association, a non-profit corporation, which shall manage and maintain the Property and business of FOUR SEASONS OF ROMAR BEACH pursuant to the provisions of the Act, this Declaration, the Articles of Incorporation, a copy of which is attached hereto as Exhibit "C", and the Bylaws, a copy of which is attached hereto as Exhibit "D". Each Unit Owner shall be a member of the Association and shall have one vote, the weight of which shall correspond exactly to the percentage ownership in Common Elements.

(b) Until the Transfer Date as below defined, Declarant shall appoint all Directors. Such Directors need not be Unit Owners. Additionally, until the Transfer Date, all rights, including without limitation power of amendment, duties and functions of the Association and its members shall, at Declarant's option, be exercised by Declarant. On or before such Transfer Date, Declarant shall turn over such rights, duties, and functions by giving notice pursuant to the Bylaws for calling a special meeting of the Association. Such meeting will constitute the "First Annual Meeting" as that phrase is contemplated in the Bylaws. Transfer Date shall be the date that is no later than the earlier of four (4) months after seventy-five (75%) percent of the Condominium Units in both Phases I and II have been conveyed to Unit Owners, or five (5) years after conveyance of the first Condominium Unit. Notwithstanding anything herein to the contrary or in the Bylaws or Articles, after such Transfer Date, Declarant shall not control, either directly or indirectly, the Association, the Board of Directors, FOUR SEASONS OF ROMAR BEACH, or the Unit Owners, except that Declarant as Unit Owner of unsold Units may exercise its rights as Unit Owner. Prior to such Transfer Date, neither the Declarant, whether or not acting on behalf of the Association, nor any person shall bind, either directly or indirectly, the Association to any contract or lease, including a management contract, unless such contract or lease is terminable at will by the Association without cause and without

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penalty at any time upon not more than ninety (90) days notice to the other party or parties to such contract or lease; Declarant hereby acknowledges that, subject to the limitations of this Paragraph 5, it may have already entered into, a management contract and lease on behalf of the Association.

6. ASSESSMENTS.

(a) Each Condominium Unit Owner, except the Declarant as to unsold, unleased, or unoccupied Units, by acquiring a Condominium Unit shall be deemed to covenant and agree with each other Condominium Unit Owner and with the Board of Directors and the Association to pay such Owner's proportionate share of the Common Expenses and other general and special assessments and matters in such amounts and at such times as determined by the Board of Directors in accordance with the terms of the Bylaws. Each Owner's proportionate share shall be equal to the percentage of Common Elements that such Owner owns. Assessment for each Unit shall begin as of the date the initial sale of such Unit is closed; at the closing of such sale, the new Unit Owner shall pay an assessment prorated for the remainder of the then current month plus whatever additional assessments the purchase agreement with the Declarant requires. All full subsequent assessments shall be due and payable thereafter on a monthly basis to be due and payable on or before the fifth day of the month for which same is due. Any assessment not paid within ten (10) days of the day that the same shall be due and payable shall be deemed delinquent. All sums assessed by the Board of Directors to any Condominium Unit together with interest thereon and costs, including without limitation, reasonable attorney's fees, shall be secured by a lien on such Unit in favor of the Board of Directors as provided herein. The Board of Directors shall be obligated to levy and enforce the collection of any and all assessments.

(b) All Common Expense assessments shall be a separate, distinct, and personal liability of the Owner of the Condominium Unit so assessed at the time each assessment is made. The Board of Directors shall have the rights and remedies contained in the Act, this Declaration, the Articles of Incorporation, and the Bylaws to enforce the collection of assessments for Common Expenses.

(c) Upon any voluntary conveyance of any Condominium Unit, the grantee of such Unit shall be jointly and severally liable with such person's grantor for all unpaid assessments (and any purchaser of a Unit as part of a voluntary conveyance shall be deemed to have assumed such unpaid assessments) pertaining to such Unit duly made by the Association or accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any amounts paid by the grantee; provided, however, that any purchaser of a Unit prior to completion of any voluntary sale may require from the Association a certificate showing the amount of unpaid assessments pertaining to such Unit, and the Association shall provide such certificate within ten (10) days after request therefor, and any such prospective purchaser shall be entitled to rely upon such certificate and shall be personally liable only for such unpaid assessments as shall have been set forth in such certificate; provided further, however, that the former Condominium Unit Owner shall remain fully liable whether or not set forth in such certificate for all amounts accrued up to the date of conveyance. Any excess over the amount shown in such certificate that cannot be promptly collected from the former Condominium Unit Owner shall be reassessed by the Board of Directors as a Common Expense to be collected from all Condominium Unit Owners, including without limitation the purchaser of the Condominium Unit, his successors, and assigns. The new Condominium Unit Owner shall, and the former Condominium Unit Owner shall not, be liable for any assessments made after

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the date of transfer of title to a unit, even though the Common Expenses for the expenses incurred or the advances made by the Board of Directors for which the assessment is made relate in whole or in part to any period prior to that date. Notwithstanding anything herein to the contrary, but subject to the requirements of the Act, any lien for an unpaid assessment if recorded properly shall survive any subsequent voluntary sale or transfer of such Unit. Also notwithstanding anything herein to the contrary, any sale or transfer of a Condominium Unit pursuant to a foreclosure of a first mortgage of record shall extinguish any and all subordinate liens for assessments, and such unpaid assessments, the lien for which was extinguished by said sale or transfer, shall be reassessed by the Board of Directors as a Common Expense to be collected from all Condominium Unit Owners, including without limitation the purchaser of the Condominium Unit, his successors and assigns.

(d) In the event that title to a Condominium Unit is transferred at a sheriff's sale pursuant to execution upon any lien against the Condominium Unit or at any foreclosure sale, the Board of Directors shall, if it has a opportunity to do so, give notice in writing to the sheriff or mortgagee of any unpaid assessments for Common Expenses which are a lien against the Condominium Unit, and for any expenses of or advances by the Board of Directors which have not theretofore been reduced to a lien, which shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Condominium Unit Owner against whom the execution was issued or foreclosure made. Neither the purchaser at such sale nor the Condominium Unit involved shall be liable for unpaid assessments for Common Expenses and for any expenses or advances by the Board of Directors which became due prior to such sale of the Condominium Unit. Any such unpaid assessments which cannot be promptly collected from the former Condominium Unit Owner shall be reassessed by the Board of Directors as a Common Expense to be collected from all of the Condominium Unit Owners, including the purchaser who acquired title at the sheriff's sale, his successors, and assigns. To protect its right to collect unpaid assessments for Common Expenses that are a lien against a Unit, and for any expenses of and advances by the Board of Directors, the Board of Directors may on behalf of all of the Condominium Unit Owners purchase the Condominium Unit at such sale, provided such action is authorized by the affirmative vote of the Unit Owners owning at least seventy-five (75%) percent of the Common Elements, after a resolution of the Board of Directors recommending such action.

(e) In addition to the statements issuable to purchasers of Condominium Units, the Board of Directors shall provide a current statement of unpaid assessments for Common Expenses and for any expenses of and advances by the Board of Directors in respect of the Condominium Unit, to the Condominium Unit Owner, to any person, upon written request, who shall have entered into a binding agreement to purchase the Condominium Unit, and to any mortgagee on written request at reasonable intervals.

(f) In all cases where all or part of any assessments for Common Expenses and for any expenses of and advances by the Board of Directors cannot be promptly collected from the persons or entities liable therefor under the Act, this Declaration, the Articles of Incorporation, or the Bylaws, the Board of Directors shall reassess the same as a Common Expense, without prejudice to its rights of collection against such persons or entities.

(g) Lien for Unpaid Assessments.

(i) All sums assessed to any Condominium Unit pursuant to this Declaration, the Bylaws, or the Act, together with interest thereon as provided herein

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and costs of collection, including, without limitation, reasonable attorney's fees, shall be secured by a lien on such Condominium Unit in favor of the Board of Directors. Such lien shall be superior to all other liens and encumbrances on such Condominium Unit, except only for: (A) valid tax and special assessment liens on the Condominium Unit in favor of any governmental assessing authority; and (B) encumbrances on the interest of the Condominium Unit Owner recorded prior to the date that notice of the lien provided for herein is recorded which by law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Condominium Unit after this Declaration shall have been recorded shall be deemed, to the extent permitted by law, to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent to be specifically set forth in the instruments creating such liens.

(ii) To evidence and perfect the lien for sums assessed pursuant to this section, the Board of Directors shall prepare a written notice of lien setting forth the amount of the assessment, the due date, the amount remaining unpaid, the name of the owner of the Condominium Unit, and a description of the Condominium Unit. Such a notice shall be signed by such body and may be recorded in the office of the Judge of Probate of Baldwin County, Alabama. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such liens may be enforced by foreclosure under Alabama Code Section 35-8-17(4) (1975). In any such foreclosure, the Owner shall be required to pay the cost and expenses of such proceeding, the cost and expenses of filing the notice of lien, and all reasonable attorney's fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also secure, and the Condominium Unit Owner shall also be required to pay to the Board of Directors, any assessments against the Condominium Unit which shall become due during the period of foreclosure. The Board of Directors shall have the right and the power to bid an amount equal to its then existing lien at the foreclosure sale or other legal sale to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the same as the owner thereof.

(iii) A release of lien shall be executed by the Board of Directors and recorded in the office of the Judge of Probate of Baldwin County, upon payment of all sums and secured by a lien which has been made the subject of a recorded notice of lien.

(iv) Any encumbrancer holding a lien on a Condominium Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this section, and upon such payments such encumbrancer shall be subrogated to all rights of the Board of Directors with respect to such lien, including priority.

(v) The assessing body shall report to any encumbrancer of a Condominium Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the assessing body written notice of such encumbrance.

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(vi) The amount of any annual or special assessment against any Condominium Unit, together with interest thereon, late charges, and costs of collection (whether litigation commenced or not) including reasonable attorney's fees, shall be the personal obligation of the Condominium Unit Owner thereof to the Board of Directors. Suit to recover a money judgment for such personal obligation shall be maintainable by the Board of Directors without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Elements or by abandonment of his Condominium Unit.

(h) In addition to and not limited by any other remedy provided for herein, the Board of Directors may restrict or deny the use and enjoyment of any Common Element to any Condominium Unit Owner, his family, guests, or assigns, who is delinquent in the payment of any regular or special assessment.

(i) To secure payment of assessments, late charges, interest, and cost of collection, including attorney's fees, each Unit Owner shall, by acquiring a Unit, be deemed to have assigned at the time he acquires the Unit all future rent from such Unit. If the Owner shall, at any time, rent his Condominium Unit and shall be delinquent for a period of thirty (30) days in the payment of assessments, the Board of Directors may, at its option, so long as such delinquency shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Board of Directors shall be sufficient payment and discharge of such tenant or subtenant and the Owner to the extent of the amount so paid. Moreover, each Unit Owner shall by acquiring the Unit be deemed upon being delinquent for a period of thirty (30) days in the payment of assessments to have appointed the Board of Directors as such Owner's attorney-in-fact to rent such Unit to others, to collect the rental income therefrom, and to apply same against all sums then due the Board.

(j) Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of twelve (12%) percent per annum, or at such rate of interest as may be set by the Board of Directors, from the date when due until paid, plus a late charge of 5% of the amount of the assessment of installment. All payments on account shall be first applied to costs of collection including reasonable attorney's fees, then to late charges, then to interest and then to the assessment payment first due.

7. WORKING CAPITAL FUND. The Condominium Unit Sale Agreement for FOUR SEASONS OF ROMAR BEACH shall require payment upon closing of sale of each Unit by the purchaser of each said Unit Owner of the amount equal to two (2) months' estimated Common Expenses for each Condominium Unit. This amount shall be paid into a Working Capital Fund to be controlled by the Association. Such payments shall not be considered an advance payment of assessments. Such Fund shall have as its purpose ensuring that the Board of Directors shall have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable.

8. ASSOCIATION'S RESPONSIBILITY AS TO AVAILABILITY OF DOCUMENTS AND STATEMENTS. The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances to Unit Owners, lenders, and to holders, insurers or guarantors of any first mortgage current copies of the Declaration, the Bylaws, the Articles of Incorporation, any other documents, rules and regulations applicable to FOUR SEASONS OF ROMAR BEACH, and the books, records

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and financial statements of the Association. Additionally, upon written request by any holder of a first mortgage on any Unit, the Association shall furnish such mortgagee the financial statement for the immediately preceding fiscal year of the Association.

9. OTHER ASSOCIATIONS. FOUR SEASONS OF ROMAR BEACH shall not be part of an umbrella or other owners' association or similar entity to which assessments are paid, and the Unit Owners shall not pay assessments to any association other than the Association.

10. MAINTENANCE AND REPAIR.

(a) The maintenance, replacement, and repair of the Common Elements shall be the responsibility of the Board of Directors and the cost thereof shall be a Common Expense. The Board of Directors shall also maintain, replace, and repair all conduits, ducts, plumbing and wiring, and other facilities for the furnishing of heat, gas, light, power, air conditioning, water, and sewer contained in the portions of the Private Elements that service part or parts of the Property other than the Private Element in which they are contained. The Board of Directors shall have the right to make emergency repairs to Private Elements as determined reasonably necessary to prevent damage to Common Elements and other Private Elements. All incidental damages caused to a Private Element by the maintenance, replacement, and repair of the Common Elements or utility services shall be repaired promptly at the expense of the Association. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements; the funds for such reserve shall be provided out of Regular Assessments for Common Expenses.

(b) The Condominium Unit Owners shall have the responsibility to maintain, repair, replace, and keep in a clean and sanitary condition, at the Condominium Unit Owner's expense, all portions of the Unit Owner's Private Element, except those portions to be maintained, repaired, and replaced by the Board of Directors. The Condominium Unit Owners shall keep clean and in a sanitary condition their storage areas, if any.

11. EXPANDABLE CONDOMINIUM - PHASE II. The Declarant hereby expressly reserves the option and right to expand FOUR SEASONS OF ROMAR BEACH to include Phase II, subject to the provisions of this Paragraph:

(a) Each person who acquires a Condominium Unit or any interest therein shall be deemed thereby to consent and agree to Declarant's expanding Four Seasons of Romar Beach to include Phase II and to a redistribution of the undivided percentage interest in the Common Elements and Common Surplus appertaining to such Unit. Each such person shall be deemed to have appointed Declarant as that person's irrevocable true and lawful attorney-in-fact, coupled with an interest, for that person and in that person's name, place, and stead to redistribute such undivided percentage interest as per a formula described in subparagraph (d) below in this Paragraph 11. Such distribution and the expansion to include Phase II shall be accomplished by an amendment to the Declaration signed, sealed, executed, and delivered by Declarant, in Declarant's name, and such amendment need not refer to the foregoing power-of-attorney. Such amendment shall become effective when recorded, and thereupon, the Unit Owners of Phase II shall become Association members, entitled to vote and, except for the Declarant as to unsold units, subject to assessments, and the Additional Land and improvements shall become subject to this Declaration. No such amendment shall be recorded until all improvements under Phase II shall be completed. The Additional Land that may be made part of

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FOUR SEASONS OF ROMAR BEACH as Phase II pursuant hereto, is located in Baldwin County, State of Alabama, and is more particularly described on Exhibit "B" attached hereto. Such land and the improvements to be constructed thereon shall be Phase II.

(b) This option to expand the FOUR SEASONS OF ROMAR BEACH shall expire seven (7) years after the recording of this Declaration, if not sooner exercised; however, the Declarant may, at any time prior to the expiration of such period, terminate its option to expand by recording among the appropriate records in the Office of the Judge of Probate of Baldwin County, Alabama, an executed and notarized document explicitly terminating this option.

(c) The locations of improvements that may be located on the Additional Land shall be shown in the amendment to the Declaration adding the Additional Land and shall be determined by the Declarant in its sole discretion. Phase II shall contain no more than seventy-five (75) residential Condominium Units. The improvements in Phase II will be compatible with the improvements located in Phase I and will be of the same or similar quality of construction and materials, and the architectural style will be substantially identical to that of the improvements located in Phase I. However, the size of the Private Elements may be as large as 5000 square feet or as small as 900 square feet of heated space, and they may be of a different design and/or mix than those in Phase I. Other improvements in Phase II shall be limited to parking, recreational, commercial, and service facilities.

(d) The Condominium Unit Owners in Phase II will own proportionate interests in the Phase I Common Elements, and the Common Elements, if any, added under this Paragraph 11 shall be owned proportionally by Condominium Unit Owners in both Phases. The percentage in Common Elements, the weight of the vote in the Association, and the percentage obligation in Common Expenses and Assessments among Unit Owners in both Phases shall be set forth in the amendment to the Declaration adding the Additional Land and shall be determined by Declarant by dividing the heated floor space in each Private Element in both Phases by the aggregate heated floor space for all the Private Elements in both Phases.

12. ENCROACHMENTS. If any portion of the Common Elements now encroaches upon any Private Element, or if any Private Element now encroaches upon any other Private Element or upon any portion of the Common Elements as a result of the construction of any building, or if any such encroachment shall occur hereafter as a result of settling or shifting or reconstruction of any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands shall exist. In the event any building, any Private Element, any adjoining Private Element, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire, or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Private Element or any Private Element upon any other Private Element or upon any portion of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so as such building shall stand.

13. PURPOSE OF PROPERTY AND USE RESTRICTIONS THEREON.

(a) The purpose of the Property is to provide residential housing, parking, and recreational facilities for Condominium Unit Owners, their respective families, tenant, guests and servants.

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(b) The Private Elements and Common Elements shall be occupied and used as follows:

(i) No commercial business, except an on-site rental program approved by the Board, shall be permitted within the Property.

(ii) There shall be no obstruction of the Common Elements. Except in the case of designated storage areas, nothing shall be stored in the Common Elements without the prior written consent of the Board of Directors.

(iii) Nothing shall be done or kept in any Private Element or in the Common Elements that shall increase the rate of insurance on the Common Elements without the prior written consent of the management committee. No Condominium Unit Owner shall violate any law to permit anything to be done or kept in his Private Element or in the Common Elements that will result in the cancellation of insurance of any Private Element or any part of the Common Elements. No waste will be committed of the Common Elements.

(iv) No sign of any kind shall be displayed to public view from any Private Element or from the Common Elements without the prior written consent of the Board of Directors.

(v) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Private Element or in the Common Elements; except that dogs, cats, or other household pets may be kept in Private Elements, subject to rules and regulations adopted by the Board of Directors.

(vi) No noxious, dangerous, or offensive activity shall be carried on in any Private Element or in the Common Elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(vii) Nothing shall be altered, or constructed in, or removed from the Common Elements, except upon the prior written consent of the Board of Directors.

(viii) The Board of Directors is authorized to adopt rules (a) for the use of the Common Elements, and (b) to ensure the uniformity of outside appearance among the Units and may prescribe penalties for any violation thereof, and shall furnish such rules in writing to the Unit Owners, who shall be bound thereby.

(ix) No Owner shall install, attach, or hang, or allow to be installed, attached, or hung, any equipment or wiring or electrical installation, television or radio transmitting or receiving antenna or dish, air conditioning unit or any other like equipment, or wiring in or across any portion of any Common Elements, protruding from any balcony or through any wall, floor, ceiling, window, or door that is a Common Element or from any terrace that is part of any Private Element, except as approved by the Board of Directors. All radios, televisions, electrical equipment, or appliances of any kind or nature and the wiring therefor, installed or used in a Private Element shall fully comply with all rules, regulations, or requirements of all state and local public authorities having jurisdiction.

(x) Each Owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations, or requirements of any governmental agency or authority with respect to the occupancy and use of

his Condominium Unit, and with the provisions hereof, and the Bylaws, and Rules and Regulations promulgated hereunder.

(xi) None of the rights and obligations of the Owners created herein, or by the deeds conveying the Condominium Units, shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if said encroachment occurred due to the willful conduct of said Owner.

(xii) Declarant, and persons it may select, shall have the right of ingress and egress over, upon, and across the Common Elements, and the right to store materials thereon and make such other use thereof as may be reasonably necessary or incidental to construction, development, and the sales of the Condominium Units and operation of the Private Elements and Common Elements in connection with FOUR SEASONS OF ROMAR BEACH and the overall development of which the Property is a part.

14. TRANSFER OR MORTGAGE OR FINANCING OF CONDOMINIUM UNIT.

There are no restrictions imposed by this Declaration, the Bylaws, Articles, or other constituent document of FOUR SEASONS OF ROMAR BEACH on the alienability of any Condominium Unit or on the mortgaging or financing of any Unit.

15. INDIVIDUAL MORTGAGES.

(a) NOTICE AND EFFECT OF ENCUMBRANCES. Each Condominium Unit Owner shall notify the Association of any and all liens upon his or her unit(s) and any and all suits that may affect title to such unit(s). Such notice shall be given within five (5) days of the attachment of such lien or service of process in such suit. The granting of a mortgage on a Unit by its Owner 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 of a mortgaged Unit as fully entitled to cast the vote or votes attributable to such Unit. However, once such written notice is received by the Association, the mortgagee's right 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 and the Board of Directors is given reasonable notice of such satisfaction, whichever first occurs.

(b) RIGHTS OF MORTGAGE HOLDERS AND INSURERS OR GUARANTORS.

(i) Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor and the Condominium Unit number or address, any mortgage holder or insurer or guarantor shall be entitled to timely written notice of:

A. Any condemnation loss or any casualty loss that affects a material portion of the Property or any Unit on which there is a

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mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, as applicable.

B. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a mortgage held, insured or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of sixty (60) days.

C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that would require the consent of a specified percentage of mortgage holders as provided herein.

(ii) If a holder of a mortgage of record or other purchaser of a Unit obtains title to such Unit as a result of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other assessments by the Association pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of Common Expenses or other assessments shall be deemed to be Common Expenses collectible from all of the remaining Unit Owners including such acquirer, his successors and assigns.

16. INSURANCE. Insurance (other than title insurance) shall be carried upon the Property and the property of the Condominium Unit Owners as follows:

(a) AUTHORITY TO PURCHASE. All insurance policies upon the Property shall be purchased by the Association and shall show as the named insured: "The Association of the Owners of FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM, as Trustee, for the use and benefit of the individual Owners." The "loss payable" clause for each such policy shall show the Association as Trustee for each Condominium Unit Owner and the holder of each Unit's mortgage, as their interests may appear. Each such policy must also contain the standard mortgage clause and must name, as to any Unit subject to a mortgage purchased by the Federal National Mortgage Association, as mortgagee either the Federal National Mortgage Association or the servicer for said mortgage, and when a servicer is named as the mortgagee, its name shall be followed by the phrase, "its successors and assigns." The insurance policy shall also require the insurer to notify in writing the Association as Trustee and each holder of a first mortgage named in the mortgage clause at least ten (10) days before the insurer cancels or substantially changes coverage.

(b) COVERAGE.

(i) Casualty.

All buildings and improvements upon the land, all personal property included in the Property, and all fixtures, equipment, and other personal property that (1) is located within the Private Elements, whether or not Common Elements, and (2) will be financed by any mortgage purchased or to be purchased by the Federal National Mortgage Association, shall be insured through a master or blanked type policy in an amount not less

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than one hundred (100%) percent of the current replacement cost thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

1. Loss or damage by fire and other hazards covered by a standard all-risk coverage endorsement, and

2. Such other risks as from time to time shall be covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

Unless a higher maximum amount is required under the law of the State of Alabama, the maximum deductible amount for such casualty coverage shall be the lesser of \$10,000 or one (1%) percent of the policy face amount. Such coverage shall include all endorsements and provisions known to fall within a Special Condominium Endorsement, including, without limitation, (A) Agreed Amount and Inflation Guard Endorsement, when available; (B) construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard, such endorsements to include, without limitation, Demolitions Cost Endorsements, Contingent Liability from Operation of Building Laws Endorsement, and Increased Costs of Construction Endorsement; (C) Steam Boiler and Machinery Coverage Endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery; (D) a provision stating that any Insurance Trust Agreement will be recognized; (E) provision stating that the right of subrogation against Condominium Unit Owners will be waived; (F) a provision providing that the insurance will not be prejudiced by any acts or omissions of any individual Condominium Unit Owners that are not under control of the Association; and (G) a provision stating that the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

(ii) Flood Insurance. The Association must obtain and pay as a Common Expense a master or blanket policy of flood insurance on the buildings and any other Common Elements, in an amount deemed appropriate, but not less than the following: The lesser of: (A) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Property located within a designated flood hazard area; or (B) 100% of insurable value of all such buildings and other insurable property.

Such insurance shall be a separate flood insurance policy for each building in FOUR SEASONS OF ROMAR BEACH that houses dwelling units, with such building coverage equaling one hundred (100%) percent of the insurable value of the building, including machinery and equipment that are part of the building. Contents coverage must include one hundred (100%) percent of the insurable value of all contents that are part of the Common Elements, including without limitation any

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machinery and equipment that are not part of the building but that are Common Elements. However, if the coverage required in this Declaration exceeds the maximum coverage available under the National Flood Insurance Administration's programs, such maximum coverage available shall be acceptable. Unless a higher maximum amount is required by applicable State law, the maximum deductible amount for policies for the Common Elements or each building is the lesser of \$5,000 or one (1%) percent of the policy face amount. Funds to cover this deductible amount shall be included in the Association's operating reserve account.

(iii). Liability Insurance. The Association must maintain comprehensive general liability insurance on all Common Elements including without limitation, the pier in an amount not less than \$1,000,000.00 for bodily injury, including deaths of persons, and property damages arising out of a single occurrence. Such liability insurance shall provide coverage for bodily injury and property damage that results from the existence, operation, maintenance or use of the Common Elements, and legal liability that results from lawsuits related to employment contracts in which the Association is a party. In the event that the policy does not include a "severability of interest" in its terms, such policy shall require a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or other Unit Owners. In the event that the Federal National Mortgage Association so requires, because of mortgages purchased by the Federal National Mortgage Association on Condominium Units of FOUR SEASONS OF ROMAR BEACH, supplemental coverage shall be procured to protect against other risks, such as host liquor liability insurance, employer's liability insurance, comprehensive automobile liability insurance, and contractual and all-written contract insurance. The liability insurance policy must provide for at least ten (10) days written notice to the Association and to each holder of a first mortgage on each Condominium Unit before the insurer can cancel or substantially modify said policy.

(iv) Pier, Casualty and Flood Insurance. To the extent that procurement of casualty and flood insurance on the pier improvements and property thereon would be required by the Federal National Mortgage Association, and in any event at least to the extent that such procurement is reasonably and economically practicable, the Association shall procure such casualty and flood insurance. This subparagraph (iv) does not negate the Association's obligation to procure liability insurance as described in subparagraph (iii) above with respect to the pier.

(v) Workmen's Compensation. The Association must maintain a Workmen's Compensation policy or policies if necessary to meet the requirements of the Alabama law and other governing law.

(vi) Fidelity Bonds. The Association shall be required to maintain blanket fidelity bonds, with the Association to be named therein as the obligee, for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association; furthermore, should the Association delegate some or all of the responsibility for the handling of funds to a management agent, then in that

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event, such agent shall procure at its expense blanket fidelity bonds providing the same coverage as the above-discussed bonds provide and naming the Association as an additional obligee to cover the management agents, officers, employees and agents handling, or responsible for, funds of, or administered on behalf of, the Association. Such bonds shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond or bonds are in force, but shall in no event be in an amount less than the sum of three (3) months' assessment on all Units in FOUR SEASONS OF ROMAR BEACH and the Association's reserve funds. Such bonds must provide for ten (10) days' written notice to the Association as Trustee and to each servicer of each Unit mortgage owned by the Federal National Mortgage Association before such bonds or any one of them can be cancelled or substantially modified for any reason.

(vii) The Association shall procure such errors and omissions coverage for employees, directors, and officers as deemed desirable by the Board of Directors.

(viii) The Association shall procure such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) PREMIUMS. All premiums and other fees and charges upon insurance policies and bonds purchased by the Association shall be paid by the Association as a Common Expense.

(d) INSURANCE TRUSTEE; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the Condominium Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association, as Trustee for each of the Condominium Unit Owners and mortgagees in the percentages established by the Declaration, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Condominium Unit Owners and their mortgagees, as follows:

(i) Common Elements. Proceeds on account of damage to Common Elements shall be held for each Condominium Unit Owner in proportion to each Owner's share in the Common Elements.

(ii) Private Elements. Proceeds on account of damage to Private Elements shall be held for the Owners of damaged Private Elements in proportion to the cost of repairing the damage suffered by each Condominium Unit Owner, which cost shall be determined by the Association.

(iii) Mortgages. In the event a mortgagee endorsement has been issued as to a Condominium Unit, the share of the Condominium Unit Owner shall be held in trust for the mortgagee and the Condominium Unit Owner as their interests may appear.

(e) DISTRIBUTION OF PROCEEDS. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as elsewhere

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

(f) ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

17. RECONSTRUCTION OR REPAIR AFTER CASUALTY. In the event of the damage or destruction of all or part of the Property, then, unless it be determined by a vote of Unit Owners owning at least seventy-five percent (75%) of the Common Elements not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

(a) DAMAGE TO PRIVATE ELEMENT ONLY. If the damage is only to those parts of a Private Element for which the responsibility of maintenance and repair is that of the Condominium Unit Owner, then the Condominium Unit Owner shall with the proceeds from such insurance 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.

(b) DAMAGE TO OTHER THAN PRIVATE ELEMENTS. If the damage is to one or more Common Elements, the Association shall be responsible for reconstruction, repair, or replacement of all damaged property.

(c) PLANS AND SPECIFICATIONS. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original structure, or as the structure was last constructed, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

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

(e) ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made as Common Expenses in the case of damage to Common Elements in sufficient amounts to provide funds to pay the estimated costs.

(f) PROCEEDS IF NO REPAIR OR RECONSTRUCTION. In the event that the required percentages of Unit Owners and Eligible Mortgage Holders elect not to repair or reconstruct, any proceeds shall be payable to the Unit Owners and their mortgagees in the same amount for which the proceeds would have been held in trust under Paragraph 16(d).

18. EMINENT DOMAIN.

(a) If part of the Condominium shall be taken or condemned by any authority having the power of eminent domain in such manner that no Private Element or part thereof is taken, compensation and damages for and on account of the taking of the Common Elements, exclusive of compensation for consequential damages to affected units, shall be payable to the Association as Trustee for all Unit Owners and mortgagees of record according to the loss or damages to their respective interests in such Common

Elements. The Association, acting by and through its Board of Directors, shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements without limitation on the right of the Unit Owners to represent their own interest. Such proceeds shall be paid to the Association and shall be used promptly to the extent necessary for restoring or replacing improvements so taken on the remaining property in as substantial compliance with the original plans, specifications and elevations of the improvements as possible and so as to restore the general value of the Condominium. In the event such restoration or reconstruction is impossible or impractical, or in the event there is an award in excess of the amount necessary to so substantially restore or reconstruct the Common Elements, the amount of such award or the excess, as the case may be, shall be distributed by the Association to the Unit Owners in proportion to their share of undivided interest in the Common Elements. Nothing herein shall be deemed to prevent Unit Owners whose Private Elements are affected by the taking or condemnation from joining in the condemnation proceedings and petitioning on their own behalf for damages relating to loss of value of the affected Units, or personal improvements therein, exclusive of damages related to the taking of Common Elements. In the event the condemnation award does not allocate damages to specific Units, but includes an award for reduction in value of the Units without such allocation, the award shall be distributed to the affected Unit Owners and Mortgagees of record in proportion to each Unit Owner's undivided interest in the Common Elements.

(b) If part or all of the Condominium shall be taken or condemned by authority having the power of eminent domain in such manner that any Private Element or part thereof is taken, the Association shall have the right to act on behalf of the Unit Owners with respect to Common Elements as in Subsection (a) of this Paragraph 18, and the proceeds shall be used or distributed as outlined therein. The Association, acting through its Board of Directors, shall have the right to act on behalf of the Unit Owners affected with respect to the taking and compensation affecting the taken area, without limitation on the right of the Unit Owners to represent their own interests. The awards so made shall be used by the Association first to restore the Private Elements and improvements on the remaining Common Elements in the same manner as provided for restoration or reconstruction under Paragraph 18 of this Declaration, to the extent possible, attempting to rebuild buildings containing new Private Elements of the same number, size and basic plans as the Private Elements taken, and with any excess award distributed as provided in Subsection (a) of this Paragraph 18. In the event that the Board of Directors determines that such a taking so removes land and buildings containing Private Elements so that they cannot effectively be restored or replaced substantially in compliance with the building plans, and unless Unit Owners owning at least seventy-five (75) percent of the Common Elements vote to accept an alternative plan, the award shall be distributed as provided in Subsection (a) of this Paragraph 18.

(c) The Board of Directors immediately upon having knowledge of the institution or threat of institution of any proceedings or other action with respect to the taking of any Private Element, the Common Elements, or any portion of any Condominium Unit in condemnation, eminent domain or other proceeding or actions involving any unit of government or other entity having the power of eminent domain, shall notify Eligible Mortgage Holders. Any such mortgagee may, at its option, and if permitted by law, participate in any such proceedings or actions or, in any event, may at its option, participate in negotiations in connection therewith, but shall have no obligation to do so.

19. CONVEYANCES AND EASEMENTS.

(a) Every deed, lease, mortgage, or other instrument may describe a Condominium Unit by its identifying number set forth herein as amended. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise effect the Condominium Unit Owner's corresponding percentage of undivided ownership in the Common Elements.

(b) Every deed, lease, mortgage, or other similar instrument shall be deemed to be subject to the terms, conditions, and restrictions of the Declaration, the Articles of Incorporation, and the Bylaws.

(c) Each Unit Owner shall have a perpetual non-exclusive easement of ingress and egress over the Common Elements to and from such Owner's Private Element.

20. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTION ON DECLARANT. None of the amenities or facilities, including any recreational or parking facility, related to, or associated with, FOUR SEASONS OF ROMAR BEACH shall be, or shall propose to be, leased to the Association or the Unit Owners, none of such amenities or facilities shall be subject to any restriction or reservation in favor of the Declarant, and all such amenities and facilities are or will be owned by the Unit Owners as part of their undivided interest in the Common Elements free of liens in favor of the Declarant, or any affiliate of the Declarant; provided, however, that Declarant shall have all rights as Unit Owners as to any Unit it owns and Declarant shall have all rights as are expressly provided in this Declaration.

21. MODEL SALES CENTER AND MODEL UNITS. Declarant and Declarant's duly authorized agents, representatives, and employees shall have the right to maintain a Sales Center as a separate structure on land within FOUR SEASONS OF ROMAR BEACH during the period that Condominium Units in Phases I or II remain unsold. The intended location and size of the Sales Center is set forth in the condominium plat and plans attached as Exhibit "A"; however, Declarant may in its discretion relocate same with FOUR SEASONS OF ROMAR BEACH. The Center shall at all times remain the property of Declarant and Declarant may remove it at any time including upon expiration of Declarant's right to maintain same within FOUR SEASONS OF ROMAR BEACH. Also, during the period that Units in either of the Phases remain unsold, Declarant and its duly authorized agents, representatives, and employees shall have the right to maintain both a Sales Center in either or both of the buildings in Phases I and II and model Units in Phase I and Phase II.

22. RESERVATION OF SIGNAGE RIGHTS AND EASEMENT TO FACILITATE SALES, CREATION OF IMPROVEMENTS ON LAND AND MAINTENANCE.

(a) Declarant, and persons it may select, shall have the right of ingress and egress, over, upon, and across the Common Elements Elements of FOUR SEASONS OF ROMAR BEACH and the right to store materials and erect signs thereon and make such other use thereof as may be reasonably necessary or incidental to construction, development, and sales of the Condominium Units and operation of the Private Elements and Common Elements in connection with FOUR SEASONS OF ROMAR BEACH.

(b) The Association shall have the right of ingress and egress over, upon, and across the Private and Common Elements to make emergency repairs to Private and Common Elements and to

do other work reasonably necessary for the proper maintenance and operation of FOUR SEASONS OF ROMAR BEACH and for the purposes of fulfilling its obligations under this Declaration, the Articles of Incorporation, the Bylaws, and the Act. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of FOUR SEASONS OF ROMAR BEACH, and for fulfilling its obligations under this Declaration, the Articles of Incorporation, the Bylaws, and the Act.

23. CONDOMINIUM UNITS AS INVESTMENT AND COMPLIANCE WITH REAL PROPERTY LAW. Condominium Units subject to this Declaration are sold and intended for the personal use of the Condominium Unit Owners, their invitees, licensees, and guests, and shall not be sold as a business investment with emphasis on the economic benefits to Condominium Unit Owner to be derived from the managerial efforts of the Declarant or others in the rental of Condominium Units, and shall not be sold, marketed or purchased so as to invoke the applicability of any "Blue Sky" law, the Securities Act of 1933, or the Securities Exchange Act of 1934. Unit sale, marketing, and purchase and development of FOUR SEASONS OF ROMAR BEACH shall comply with all applicable laws governing the development and sale of real property and condominiums.

24. TERMINATION. FOUR SEASONS OF ROMAR BEACH may be terminated in the manner provided by the Act; provided, however, that in the event of termination, each Condominium Unit shall be subject to the payment of its share of the Common Expenses and provided further that, any amendment to the current Act notwithstanding, in no event shall FOUR SEASONS OF ROMAR BEACH be terminated except upon the written agreement of Unit Owners owning at least seventy-five (75%) percent of the Common Elements and by Eligible Mortgage Holders holding mortgages on at least sixty-seven (67%) percent of the Units subject to mortgages. Any proceeds resulting from any such termination and any funds remaining thereafter shall be distributed to the Unit Owners in proportion to the undivided interests in Common Elements, less amounts owed by Unit Owners to the Association.

25. AMENDMENT. This Declaration may be amended by the votes of Condominium Unit Owners owning at least seventy-five (75%) percent of the Common Elements, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. Notice of any meeting at which an amendment to this Declaration is proposed shall be in writing and shall include specifics of the nature and terms of the proposed amendment. Except as provided in Paragraph 11, no amendment may change, alter or eliminate any Private Elements or effect any change in the percentage or fraction of the ownership of the Common Elements, unless and until all of the Condominium Unit Owners and all holders of mortgages and liens shall have agreed to such amendment, in writing. Notwithstanding anything in this Paragraph 25 to the contrary, Declarant, acting for the Association and each Condominium Unit Owner, may amend this Declaration in accordance with Paragraph 11 hereof providing for Phase II and reduction in the percentage or fraction of ownership of the Common Elements. Each Unit Owner and each holder of any mortgage of any Unit shall be deemed to have agreed in advance that Declarant may amend this Declaration in accordance with Paragraph 11. Declarant reserves the right until the Transfer Date (as defined in Paragraph 5 hereof) to amend this Declaration, all constituent documents of FOUR SEASONS OF ROMAR BEACH and all plans (i) to make such physical alterations to FOUR SEASONS OF ROMAR BEACH as do not materially adverse impair the rights of any person who has theretofore purchased a Unit (ii) to make such changes as may be deemed desirable by Declarant but as do not materially adversely the rights of any person who has theretofore purchased a Unit; and/or (iii) to conform this

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Declaration and the other constituent documents to applicable laws, ordinances, etc. and to the CONDENSED LEGAL GUIDELINES FOR CONDOMINIUM AND PUD PROJECTS, (FORM AT-517) SOUTHEASTERN REGION, February 1, 1984, Federal National Mortgage Association. All amendments shall become effective only upon being placed of record in the office of the Judge of Probate of Baldwin County, Alabama.

26. JOINDER BY MORTGAGEES AND OTHER PROVISIONS RELATED THERETO.

(a) First Guaranty Bank for Savings (formerly known as First Guaranty Savings and Loan Association, Inc.), Bankers First Federal Savings and Loan Association, and Cavalry Banking Federal Savings and Loan Association, the holders of a mortgage on the real property in Phase I recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Real Property Book 236, at Page 1296, in their capacity as mortgagee only, hereby consent and join in and execute this Declaration and agree for themselves, and their successors and assigns, to be bound hereby.

(b) First Guaranty Bank for Savings (formerly known as First Guaranty Savings and Loan Association, Inc.), the holder of a second mortgage on the real property in Phase I recorded in the office of the Judge of Probate of Baldwin County, Alabama, in Real Property Book 236, at Page 1273, and as holder of a mortgage on the real property in what may be Phase II recorded in Real Property Book 183, Page 1516 hereby, in its capacity as mortgagee only, consents and joins in and execute this Declaration and agrees for itself, and its successors and assigns, to be bound hereby.

(c) Should said First Guaranty Bank for Savings acquire Declarant's interest in the real property in what may be Phase II, said First Guaranty Bank for Savings shall thereafter have all rights whatsoever that Declarant under and pursuant to the Act, this Declaration, the Bylaws, the Articles, and any related documents, such rights shall include, without limitation, the right pursuant to Paragraph 11 of this Declaration to expand Four Seasons of Romar Beach to include Phase II.

27. COVENANT AGAINST PARTITION. Unless FOUR SEASONS OF ROMAR BEACH is removed from the provisions of the Act, the Common Elements shall not be the objects of a division or partition.

28. ENFORCEMENT. Each Condominium Unit Owner shall strictly comply with the provisions of the Declaration, the Bylaws, the community rules and regulations, and decisions issued pursuant thereto. Failure so to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or its designee on behalf of the Association or by any aggrieved Condominium Unit Owner.

29. SEVERABILITY. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other portion or provision. Without limiting the foregoing sentence, the invalidity or partial invalidity of any right in the Declarant or its successors and assigns shall not affect the remaining rights of Declarant or its successors and assigns.

30. CAPTIONS. The captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

REC. 59 FEB 14 1987

31. LAW CONTROLLING AND CONSTRUCTION. This Declaration, the Condominium plat and plans, the Articles of Incorporation, and Bylaws shall be construed and controlled by and under the laws of the State of Alabama. Any and all ambiguities shall be, when possible, resolved first to conform to the law of the State of Alabama and second to the CONDENSED LEGAL GUIDELINES FOR CONDOMINIUM AND PUD PROJECTS (FORM AT-517) SOUTHEASTERN REGION, February 1, 1984, Federal National Mortgage Association. Any issues or questions that arise regarding FOUR SEASONS OF ROMAR BEACH and that are not answered by reference to the Act, this Declaration, the Articles of Incorporation, or the Bylaws, shall be answered, to the extent possible, to conform to said Condensed Legal Guidelines, Federal National Mortgage Association.

32. EFFECTIVE DATE. This Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 22nd day of April, 1987.

DECLARANT:

PIER CORPORATION, INC.

By:

As Its President

ATTEST:

As Its Secretary

STATE OF ALABAMA:

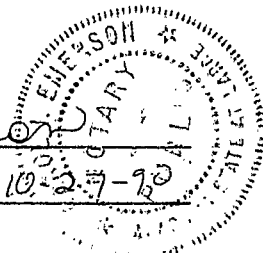
COUNTY OF MOBILE:

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JOHN M. HOWARD and RICHARD O. ROWAN, whose names as President and Secretary, respectively, of PIER CORPORATION, INC., an Alabama corporation, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal on this 22nd day of April, 1987.

NOTARY PUBLIC

My Commission Expires:



MISC. 59 APR 1408

FIRST GUARANTY BANK FOR SAVINGS
(formerly known as First Guaranty
Savings and Loan Association, Inc.)

BY: James P. Achee
As its vice president

STATE OF ALABAMA:

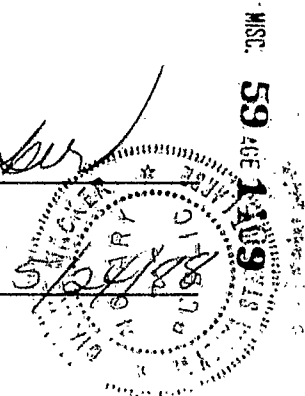
COUNTY OF MOBILE:

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that JAMES P. ACHEE, whose name as a vice president of FIRST GUARANTY BANK FOR SAVINGS (formerly known as First Guaranty Savings and Loan Association, Inc.), 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 FIRST GUARANTY BANK FOR SAVINGS (formerly known as First Guaranty Savings and Loan Association, Inc.).

GIVEN under my hand and official seal on this 22 day of April, 1987.

Deanne W. Jackson
NOTARY PUBLIC

My Commission Expires: 5/28/88



BANKERS FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: *Raddie O. Zittrover*
As its *Asst Vice President*

ATTEST:

BY: *G. S. Herrington, Jr.*
As its *Vice President*

STATE OF GEORGIA:

COUNTY OF RICHMOND:

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Raddie O. Zittrover and G. S. Herrington, Jr., whose names as Assistant Vice President and Vice President, respectively, of BANKERS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said BANKERS FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION.

GIVEN under my hand and official seal on this 23rd day of April, 1987.

John W. Gibson
John W. Gibson
NOTARY PUBLIC
State of Georgia at Large
My Commission Expires: 10/9/88

MST. 59 APR 14 1987

CAVALRY BANKING FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY: *Ed C. Loughry, Jr.*
As its President

ATTEST:

BY: *Ronald F. Knight*
As its Vice President

STATE OF Tennessee

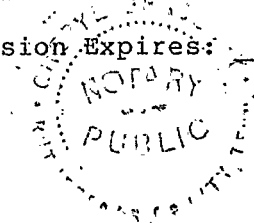
COUNTY OF Rutherford :

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Ed C. Loughry, Jr. and Ronald F. Knight, whose names as President and Vice President, respectively, of CAVALRY BANKING FEDERAL SAVINGS AND LOAN ASSOCIATION are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said CAVALRY BANKING FEDERAL SAVINGS AND LOAN ASSOCIATION.

MSC. 59:CE 1411

GIVEN under my hand and official seal on this 22 day of April, 1987.

Cheryl Bradley
NOTARY PUBLIC
My Commission Expires: 1-28-91



THIS INSTRUMENT PREPARED BY:
Richard E. Davis, Esq.
COALE, HELMSING, LYONS & SIMS, P.A.
Post Office Box 2767
Mobile, Alabama 36652
205/432-5521

DECLARANT'S ADDRESS:

Pier Corporation

P. O. BOX 1648

GULF SHORES, AL 36542

MSC. 59 JUNE 1942

to

DECLARATION OF CONDOMINIUM

FOUR SEASONS OF ROMAR BEACH

PHASE I

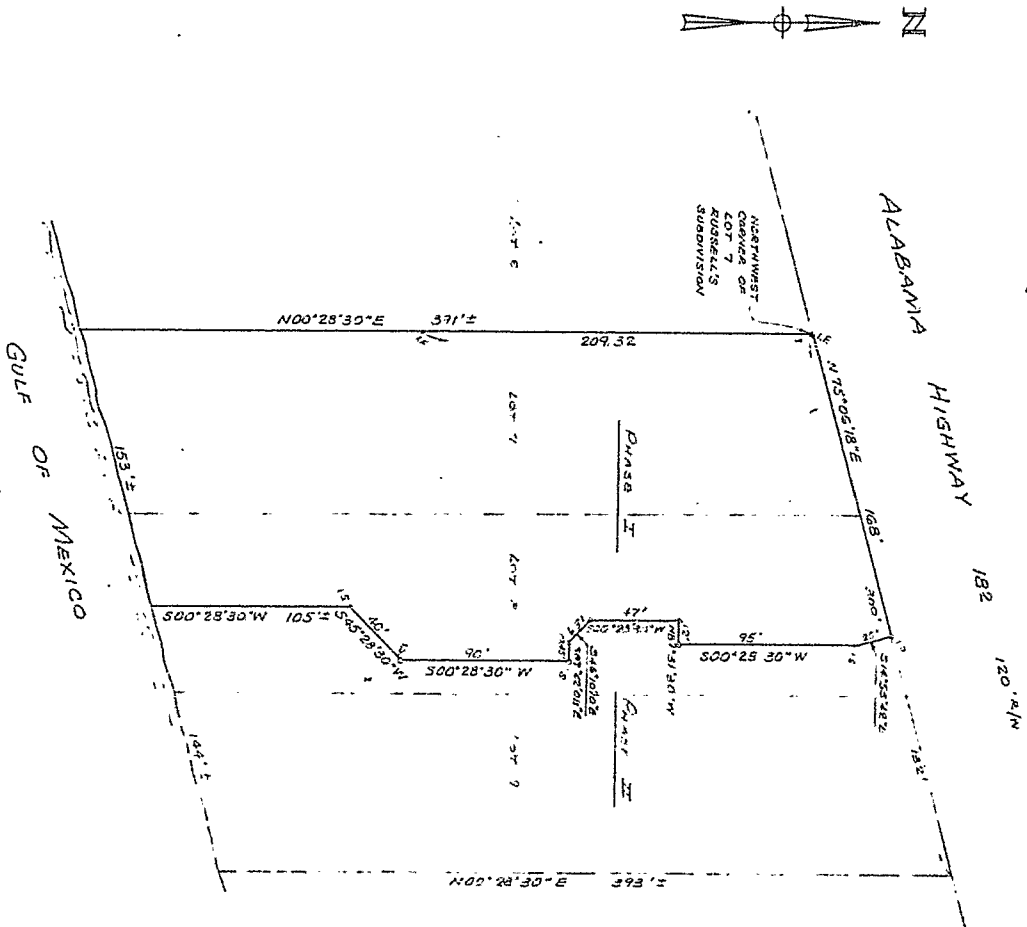
LEGAL DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 RUSSELL'S SUBDIVISION AS RECORDED IN MAP BOOK 3, PAGE 115, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, RUN THENCE N 75°06'18" E ALONG THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 182, 168 FEET; RUN THENCE S 14°53'42" E, 20 FEET; RUN THENCE S 00°28'30" W, 95 FEET; RUN THENCE N 89°31'30" W, 12 FEET; RUN THENCE S 00°28'30" W, 47 FEET; RUN THENCE S 46°10'10" E, 15.9 FEET; RUN THENCE S 89°42'08" E, 10.45 FEET; RUN THENCE S 00°28'30" W, 90 FEET; RUN THENCE S 45°28'30" W, 40 FEET; RUN THENCE S 00°28'30" W, 105 FEET, MORE OR LESS TO THE NORTH MARGIN OF THE GULF OF MEXICO; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH MARGIN OF THE GULF OF MEXICO, 153 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 7; RUN THENCE N 00°28'30" E, 391 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 7, AND THE POINT OF BEGINNING. ALL BEING 1.4 ACRES, MORE OR LESS, AND LYING IN SECTION 9, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

HIST. 59 FEB 14 1913

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



IT IS MY OPINION THAT THE BUILDABLE AREA OF THE ABOVE PROPERTY LIES IN ZONE C (500 YEAR FLOOD) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NO. 015000, PANEL NO. 0678, SUFFIX C. MAP REVISED JANUARY 3, 1985.

MISC. 53 AGE 1414

LEGAL DESCRIPTION:

AS RECORDED IN MAP BOOK 3, PAGE 115, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, RUN THIER-E, 1786⁰⁰/18⁰⁰ E. ALONG THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 132, 35 FEET; RUN THENCE S 14°33'42" E, 70 FEET; RUN THENCE S 00°23'30" W, 95 FEET; RUN THENCE N 89°31'30" E, 13 FEET; RUN THENCE S 00°23'30" W, 47 FEET; RUN THENCE S 46°10'40" E, 15.9 FEET; RUN THENCE S 89°42'00" E, 10.45 FEET; RUN THENCE S 46°10'40" E, 10 FEET; RUN THENCE S 45°23'30" W, 40 FEET; RUN THENCE S 00°23'30" W, 105 FEET, MORE OR LESS TO THE NORTH MARGIN OF THE CULE OF MEXICO, RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTH MARGIN OF THE CULE OF MEXICO, 153 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 71, RUN THENCE N 00°23'30" E, 391 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID LOT 71, AND THE POINT OF BEGINNING, ALL BEING 1.14 ACRES, MORE OR LESS, AND LYING IN SECTION 9, TOWNSHIP 9 S., R. 1, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY TO PIER CORPORATION (OWNERS), INGRAM, MATTHEWS AND STROUD (OWNERS ATTORNEY), BAY TITHE TRUST COMPANY (TRUSTEES), AND FIRST GUARANTEE BANK (FOR SAVING COMPANY) (CONSUING AGENT) AND FIRST GUARANTEE BANK (FOR SAVING COMPANY) ON THE REAL PROPERTY DESCRIBED THAT: (1) THIS SURVEY, PREPARED BY ME AND BASED ON THE REAL PROPERTY DESCRIBED ABOVE WAS ACTUALLY MADE ON THE GROUND AND IS BASED ON THE FOLLOWING: (2) THERE ARE NO EASEMENTS, OVERLAYS, ENCROACHMENTS, OR IN MAP DESCRIBED AS LOTS 1, 2, AND 3, RUSSELL'S SUBDIVISION AS RECORDED IN THE PUBLIC RECORDS, BALDWIN COUNTY, ALABAMA, AS RECORDED IN THE PUBLIC RECORDS, BALDWIN COUNTY, ALABAMA, (3) THE SAID PROPERTY OF THE ROYALTY RECORDS, BALDWIN COUNTY, ALABAMA, DOES NOT SERVE ANY ADDITIONAL PROPERTY FOR DRAINAGE OR INCREASED DRAINAGE.

7-5-24
ROBERT E. HIRE AL REC. NO. 1560

JAN. 28, 1980
DATE

NOTE: IMPROVEMENTS ON ACCURACY NOT SHOWN.

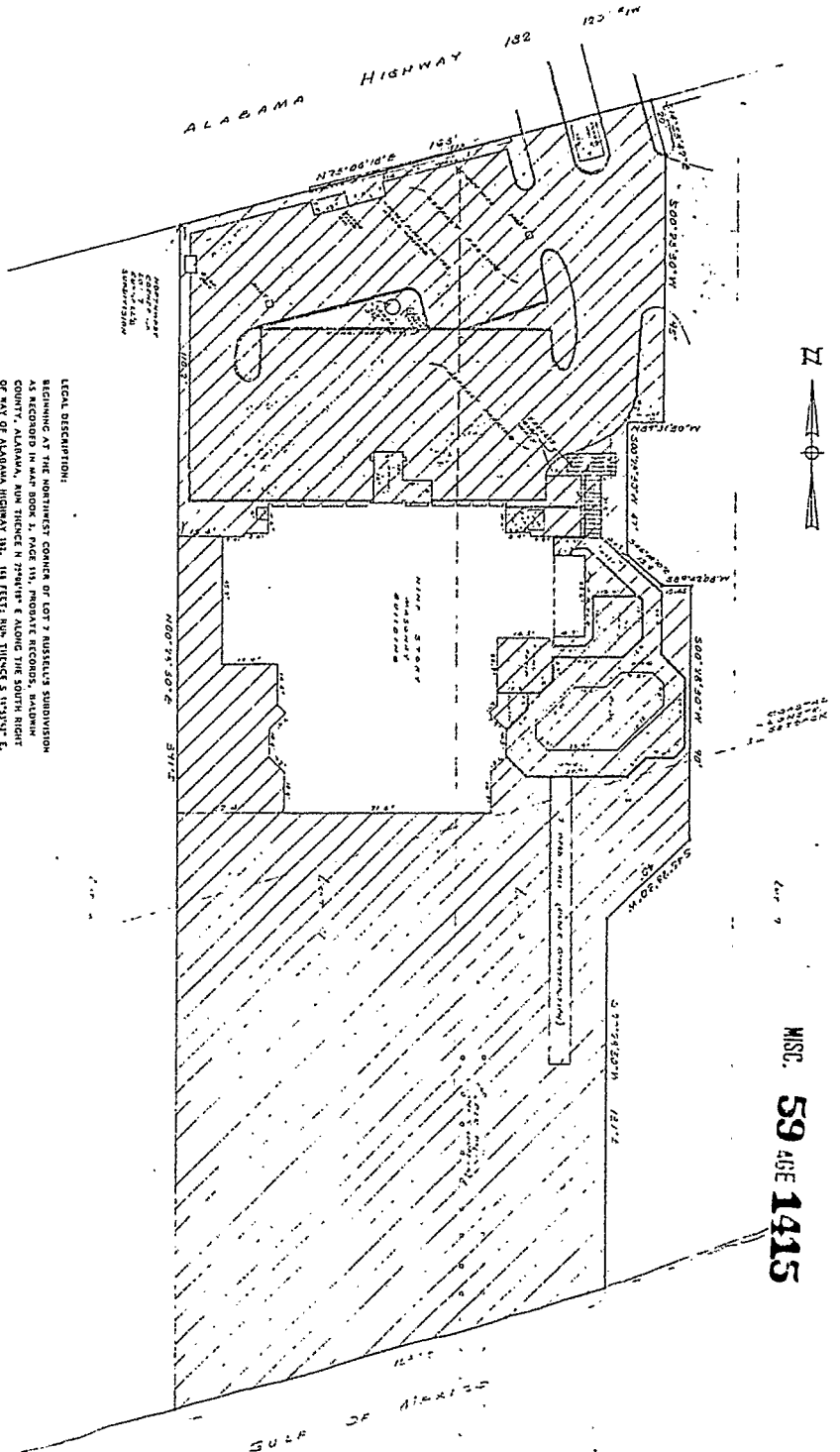
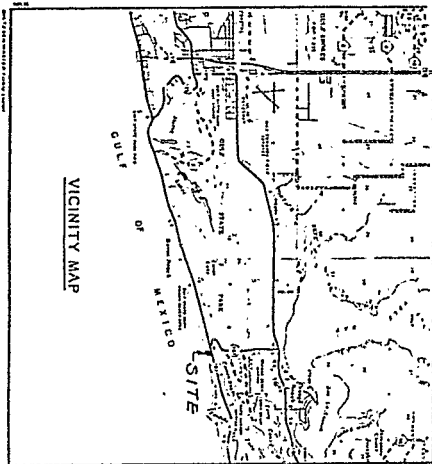
PHASE I BOUNDARY

FOUR SEASONS CONDOMINIUM	
Scale 1" = 40'	Plotted by
Date 11-5-85	E
HIRE SUBVENING, INC.	
PO BOX 859 GOLF SHOES, ALABAMA 36542	
SEC. 9 T8S, R2E, BALDWIN COUNTY	
(DRAWN BY)	
10/25/87	

DATE: 04/25/12

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



MISC. 59 AGE 1415

LEGAL DESCRIPTION:

[illegible]

CERTIFICATION

I, RONDER E. HINK, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, CERTIFY THAT THIS IS A CORRECT PLAT OF ACTUAL FIELD MEASUREMENTS AND LOCATION "AS BUILT", OF PHASE I, FOUR SEASONS OF ROMA BEACH, A CONDOMINIUM, LOCATED ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THIS TO BE A TRUE AND CORRECT PLAT OF THE ABOVE DESCRIBED PHASE I PROPERTY.

AL MECS NO. 5568

4-16-87
JAY

S I T E P L A N

SCALE: 1" = 20'

IT IS MY OPINION THAT THE BUILDABLE AREA OF THE ABOVE

PROPERTY LIES IN ZONE C, (500
YEAR FLOOD) ACCORDING TO THE
FLOOD INSURANCE RATE MAP (FIRM)
COMMUNITY NO. 01500, PANEL NO.
0070, SUFFIX C, MAP REVISED
JANUARY 2, 1991.



PHASE I
SITE PLAN

FOUR SEASONS OF ROMAN BEACH

0-10000	DRANGE BEACH, ALABAMA	RECEIVED March 1967
---------	-----------------------	------------------------

MMC SURVEYING, INC.
P.O. Box 859
Cullman, AL 36112

Sec. 9, T-9-S, N-3-E, Baldwin County, AL	Patented 8-20-79 D18789
--	----------------------------

CROSS HATCHED AREA
REPRESENTS CORRODED ELEMENTS

NO LIMITED COMMON ELEMENTS
EXIST.

NOV CROSS MATCHED AREA,
BIRMINGHAM PRIVATE CLIENTS

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH

STATE OF ALABAMA
COUNTY OF BALDWIN

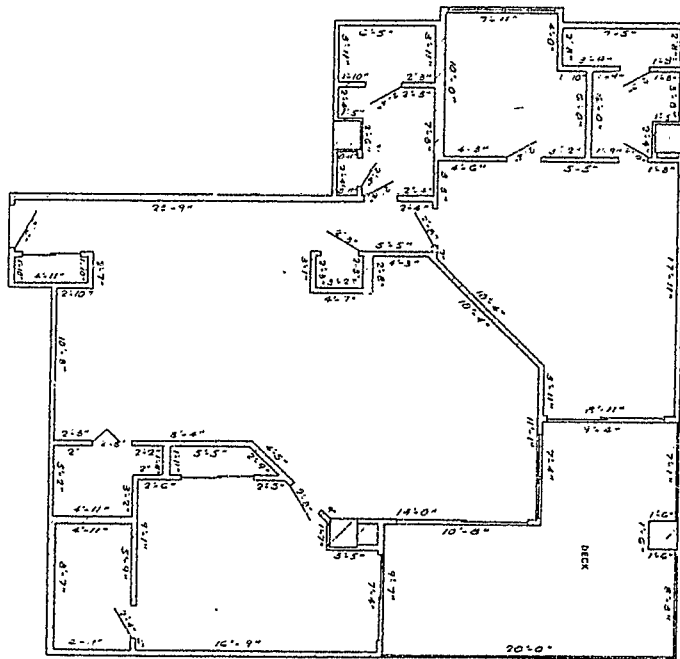
THE UNDERSIGNED, JAMES T. CHAMMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 1911, PURSUANT TO SECTION 35-1-4, CODE OF ALABAMA, 1911, HEREBY CERTIFY THAT THE BARNINGS CONSISTING OF PAGES 2 THROUGH 12, INCLUSIVE ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF FOUR SEASONS OF ROMAN BEACH, A CONDOMINIUM, FULLY AND ACCURATELY SET FORTH THE LOCATION, LOCATIONS, UNIT NUMBERS AND DIMENSIONS IN SURVEYORIAL DETAIL, TO IDENTIFY THE COMMON ELEMENTS AND PRIVATE ELEMENTS COMPRISING SUCH UNITS OF FOUR SEASONS OF ROMAN BEACH, A CONDOMINIUM, AS BEING,

4-13-87
DATE

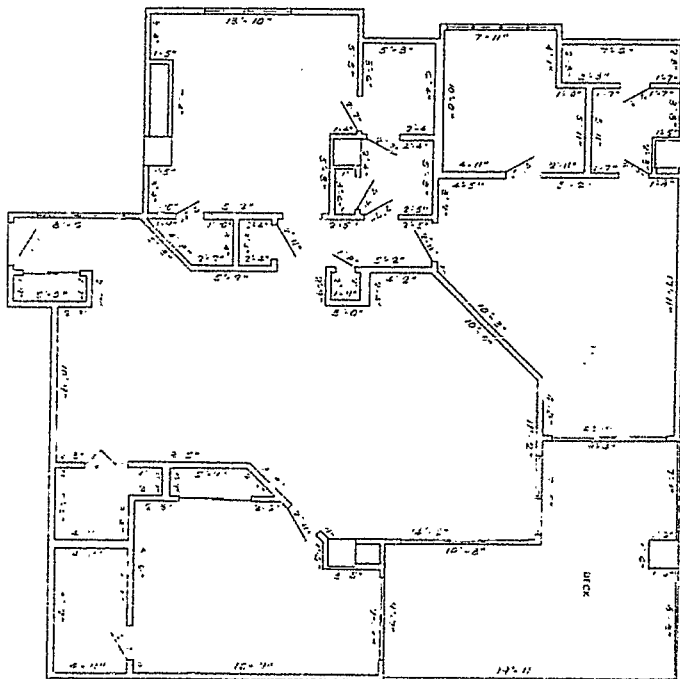
TYPICAL UNITS

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

MISC. 59 AGE 1416



A UNIT



B UNIT



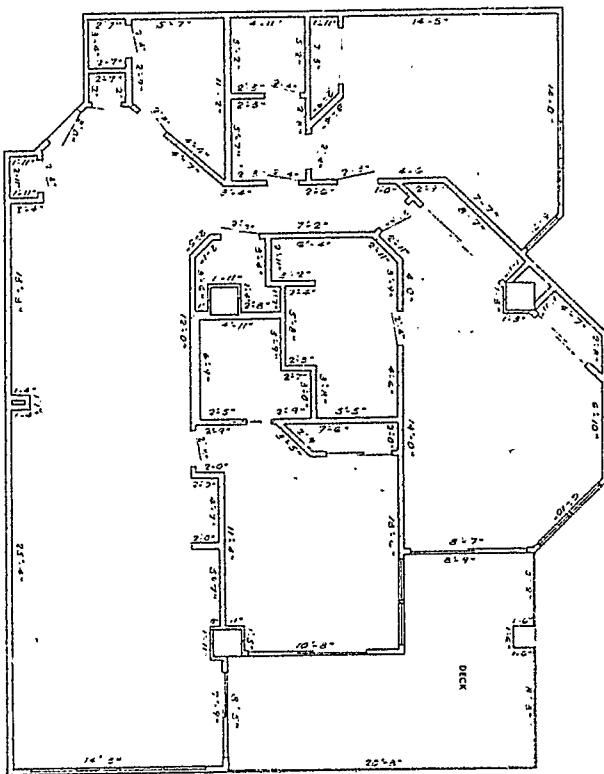
PHASE I TYPICAL UNITS

CRUISS HATCHED AREA
PETERSEN'S CRUISS ELEMENTS
ARE INVITED COMMON ELEMENTS
EXIST.
NON. CRUISS HATCHED AREA
REPRESENTS PRIVATE ELEMENTS.

[illegible]

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH

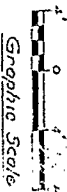


C UNIT

TYPICAL UNITS

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

MSC. 59 AGE 1417



STATE OF ALABAMA
COUNTY OF BALDWIN
THE UNDERSIGNED, JAMES F. CHAMBERLAIN, A PROFESSIONAL ENGINEER
IN THE STATE OF ALABAMA, HEREBY FIRST FORSAKE TO SET FORTH
IN A PUBLIC MANNER, AND IN THE PRESENCE OF TWO OR MORE
PERSONS, THE FACTS AND CIRCUMSTANCES OF THE DECLARATION OF
FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM, FULLY AND ACCURATELY
REPRESENT THE LAYOUT, LOCATIONS, UNIT DIMENSIONS AND DISPOSITIONS IN
ACCORDANCE WITH THE DECLARATION OF FOUR SEASONS OF ROMAR BEACH,
A CONDOMINIUM, AS BUILT.

James F. Chamberlain
JAMES F. CHAMBERLAIN
DATE 4-13-87

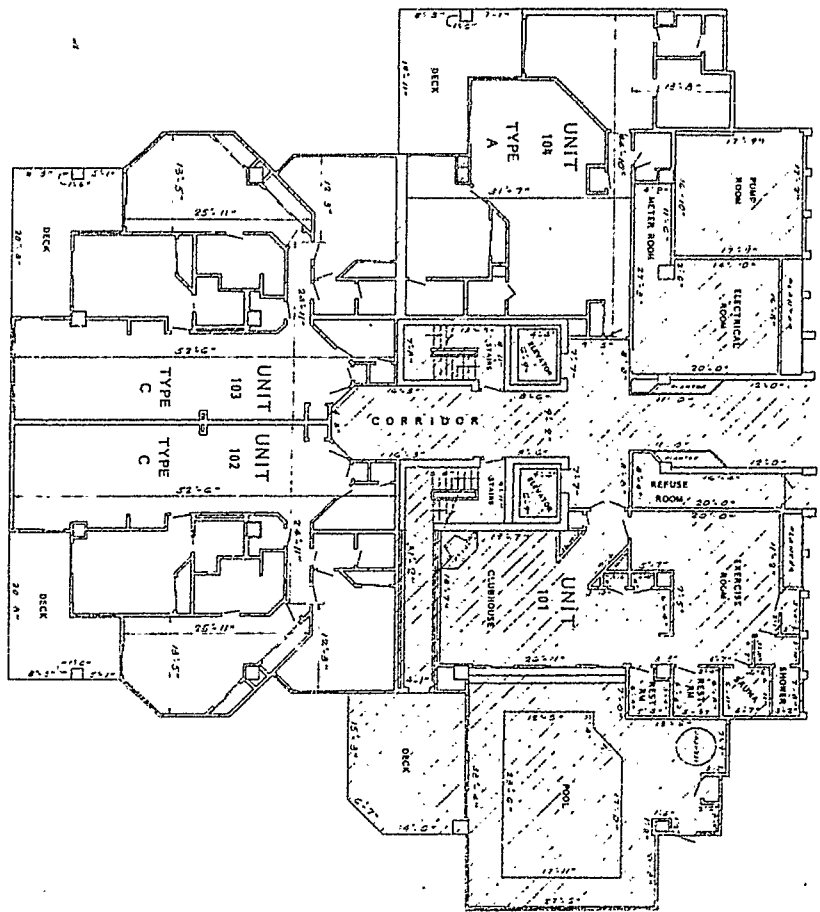
- CROSS HATCHED AREA
--- PRIMEVAL COMMON ELEMENTS
--- NO LIMITED COMMON ELEMENTS
--- NON-CROSS HATCHED AREA
--- MINOR COMMON ELEMENTS

PHASE 1
TYPICAL UNITS

FOUR SEASONS OF ROMAR BEACH	
UNIT NO.	1001
DATE	4-13-87
BY	JAMES F. CHAMBERLAIN
FOR	FOUR SEASONS OF ROMAR BEACH, INC.
PROJECT NO.	1001
DATE	4-13-87
BY	JAMES F. CHAMBERLAIN
FOR	FOUR SEASONS OF ROMAR BEACH, INC.

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



GROUND FLOOR

FLOOR ELEV.	20.3'	M.S.L.
CEILING ELEV.	28.1'	M.S.L.

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

MISC. 59 AGE 1418

THE UNDERSECRETARY, JAMES T. CHAPMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 711, INDUSIONS TO SECTION 35-1-1, CODE OF ALABAMA, 1975, HEREBY CERTIFY THAT THE DRAWINGS, CONSISTING OF PAGES 2 THROUGH 12, INCLUSIVE, ATTACHED TO AND MADE A PART OF THE RECLAMATION OF COMPOUNDING OF FLOOD SEASONS OF ROMANA BEACH, A COMPOUNDING, TULLEY AND ACCURATELY PREPARED BY THE LAYOUT, LOCATIONS, UNIT NUMBERS AND DIMENSIONS IN SURFACE ELEVATION TO RECREATE THE COMMON EVENTS AND PRIVATE LIFE OF A COMPOUNDING SUCH UNIT IN FOUR SEASONS OF ROMANA BEACH, A COMPOUNDING, AS BUILT.

David T. Chapman 2-13-87
DAVID T. CHAPMAN / DATE

THE ABOVE UNITS ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:

[illegible]

CROSS HATCHED AREA REPRESENTS COMMON ELEMENTS, NO LIMITED COMMON ELEMENTS EXIST.	NON-CROSS HATCHED AREA REPRESENTS PRIVATE ELEMENTS.
---	--



Graphic Scale

PHASE I

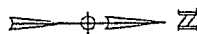
GROUND FLOOR

FOUR SEASONS OF ROMAR BEACH

Recd At Shipman Date 4 1 1967	ORANGE BEACH, ALABAMA Page 6
----------------------------------	---------------------------------

HIRE SURVEILLING, INC.
P.O. Box 859
Cull Slacks, AL 36842

COLE STEPHEN, AL 16582



MISC. 59 AGE 1418

STATE OF ALABAMA.
COUNTY OF BALDWIN.

THE UNDERSIGNED, JAMES T. CLARKMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 7731, PURSUANT TO SECTION 31-1-3, CODE OF ALABAMA, 1901, HEREBY CERTIFY THAT THE DRAINAGE CONSISTING OF PAGES 7 THROUGH 12, INCLOSURE ATTACHED TO THIS ORDER, IS A CORRECT REPRESENTATION OF THE DRAINAGE OF A PART OF THE DECLARATION OF CONDOMINIUM OF FORTY SEVEN (47) ACRES OF MOBILE BEACH, A CONDOMINIUM, TITLED AND ACCURATELY REFLECT THE LAYOUT, LOCATIONS, BUILT FEATURES AND DIMENSIONS IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON ELEMENTS AND PRIVATE LIEU DOMAINS COMPOSING SUCH UNITS OF FORTY SEASONS OF MOBILE BEACH.

WITNESSED MY HAND AND SEAL OF OFFICE, THIS 11TH DAY OF JANUARY, 1964.

JAMES T. CLARKMAN, ENGINEER.

2011-7-13
JAMES L. CHAMBERLAIN
AL REC. NO. 731
DATE 7-13-87

THE ABOVE UNITS ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY.

LEGAL DESCRIPTION:

[illegible]

 CROSS HATCHED AREA.
REPRESENTS COMMON ELEMENTS.

NO LIMITED COMMON ELEMENTS
EXIST.

☐ NON-CROSS HATCHED AREA
REPRESENTS PRIVATE ELEMENTS

SECOND FLOOR

FLOOR ELEV. 29.4' M.S.L.
CEILING ELEV. 31.2' M.S.L.
SCALE: 1/8" = 1'-0"

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

CEILING ELEV. 38.2' M.S.L.

CEILING ELEV. 38.2' M.S.L.

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

Graphic Scale

IT IS MY OPINION THAT THE BUILDABLE AREA OF THE ABOVE QUARTERS LIES IN ZONE C (LOW VARIATION) ACCORDING TO THE CITY INSURANCE RATE (FLOOD) COMMUNITY NO. 11000, PAGE 100 OF 20, SUFFIX G. VAP REVISED JANUARY 3, 1995.

PHASE I
SECOND FLOOR

FOUR SEASONS OF ROLLER BEACH
A COMEDY

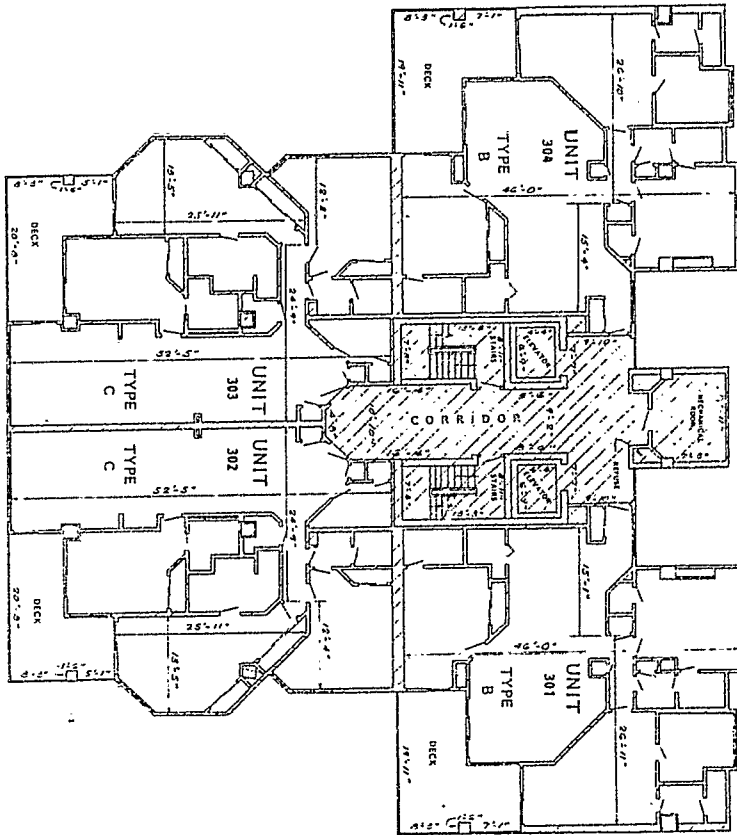
CPA: L. BRACE, ALABAMA

HIRE SMELTING, INC.
P.O. Box 839
Cull Street, AL 35502

T ₀₂ , 0 T-3-S, R-3-E, Colandrom County, AL 435784	435784
--	--------

to

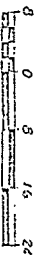
DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



THIRD FLOOR

FLOOR ELEV. 38.4' M.S.L.
CEILING ELEV. 47.8' M.S.L.

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



Graphic Scale

MISC. 59 AGE 1420

STATE OF ALABAMA
COUNTY OF BALDWIN

BEFORE ME, JAMES T. CHAPMAN, A REGISTERED ENGINEER
IN THE STATE OF ALABAMA, NUMBER 3511, PURSUANT TO SECTION
33-1-1, CODE OF ALABAMA, CHAPTER 351, HEREBY CAME TO SECTION
CONSISTING OF PAGES 3 THROUGH 12, INCLOSURE ATTACHED TO THE SAME
AND A PART OF THE DECLARATION OF CONDOMINIUM OF FOUR SEASONS
OF MOBILE BAY, A CONDOMINIUM, TRULY AND ACCURATELY REFLECTING
THE INTENT, COVENANTS, LIMITS, RIGHTS AND OBLIGATIONS OF THE
CLIENT DESIRING TO DELIVER THE COMMON ELEMENTS AND PRIVATE EASE-
MENTS COMPOSING SAID UNIT OF FOUR SEASONS OF MOBILE BEACH,
A CONDOMINIUM, AS SET FORTH.

James T. Cichanowicz
JAMES T. CICHANOWICZ
AL REC'D. 751
DATE 4-13-87

THE ABOVE UNITS ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY

LEGAL DESCRIPTION:

[illegible]

IT IS MY FINDING THAT THE
BILLBOARD AREA OF THE ABOVE
PROPERTY LIES IN ZONE 1 FOR
THE PURPOSES OF THE
PERMITS. AIRCRAFT RATE 11.89
CITYWEIGHT NO. 015000, PAVER, NO.
0020, STREET NO. 0000, 0000
JANUARY 1, 1995

	CROSS HATCHED AREA REPRESENTS COMMON ELEMENTS.
	NO LIMITED COMMON ELEMENTS EXIST.
	NO+/-CROSS HATCHED AREA REPRESENTS PRIVATE ELEMENTS.

PHASE I
THIRD FLOOR

FOUR SEASONS OF ROMAN BEACH

A C O H D O F F I N I U M

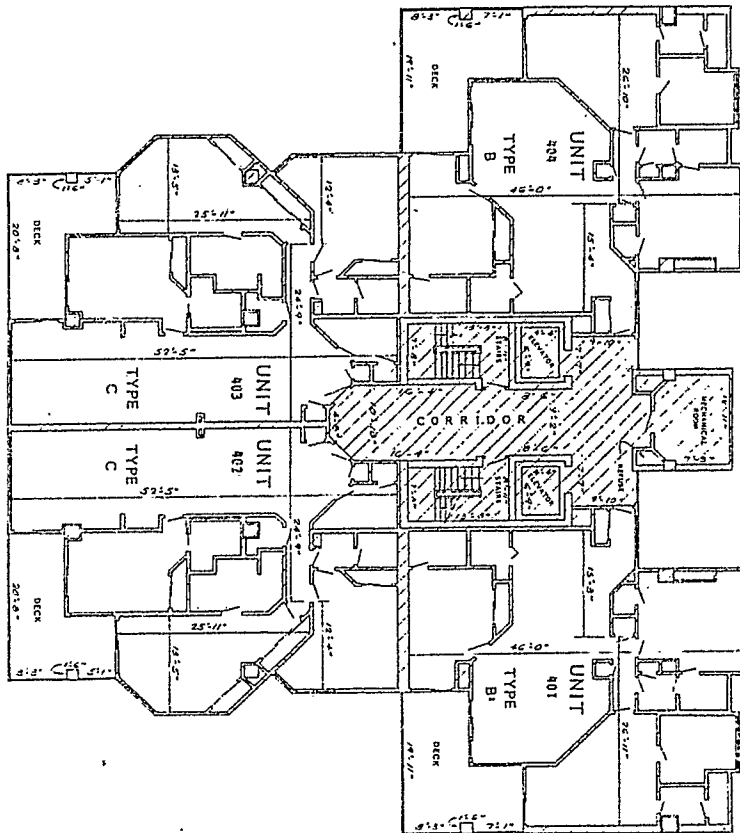
GRIVLE BEACH, ALABAMA

HIPC SERVICES, INC.
Fruit Stems, SE, P.O. Box 958
Jensen, WY 83402

Category	Number of cases	Percentage
1. 0-10	10	10.0
2. 11-20	20	20.0
3. 21-30	30	30.0
4. 31-40	40	40.0
5. 41-50	50	50.0
6. 51-60	60	60.0
7. 61-70	70	70.0
8. 71-80	80	80.0
9. 81-90	90	90.0
10. 91-100	100	100.0

to

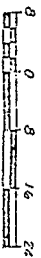
DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



FOURTH FLOOR

FLOOR ELEV.	48.3'	M.S.L.
CEILING ELEV.	56.5'	M.S.L.

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



Graphic Scale

MISC. 59
40E 1421

THE UNDERSIGNED, JAMES T. CHAMBERLAIN, A REGISTERED ENGINEER, IN THE STATE OF ALABAMA, NUMBER 3516, PURSUANT TO SECTION 19-1-1, OF THE CODE OF ALABAMA, 1901, HEREBY CERTIFY THAT THE ORANOKS, CONSISTING OF PLOTS 2, 190, 191, INCLUDING ALLIED TO AND ABOUT A PART OF THE DECLARATION OF CONDOMINIUM OF JOHN STANLEY, OF MOBILE CITY, A CONDOMINIUM, FULLY AND ACCURATELY REPRESENT THE LANDS, LOCATIONS, SURF FEATURES AND BOUNDARIES IN FRONT OF THE LAVERA, LOCATIONS, SURF FEATURES AND BOUNDARIES IN REVERSE THEREOF, TO IDENTIFY THE COMMON INTERESTS AND SURVEYED ELEVATIONS COMPARED WITH LAWS OF JOHN STANLEY, OF MOBILE CITY, ALA. CONDOMINIUM, AS FOLLOWS:

James T. Chapman / 4-13-87
JAMES T. CHAPMAN / AT REC. NO. 311 / DATE

THE ABOVE UNITS ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY,
LEGAL DESCRIPTION

[illegible]

☒	CROSS MATCHED AREA, REPRESENTS COMMON ELEMENTS, NO LIMITED COMMON ELEMENTS LIST.
☐	NO CROSS MATCHED AREA REPRESENTS PRIVATE ELEMENTS.

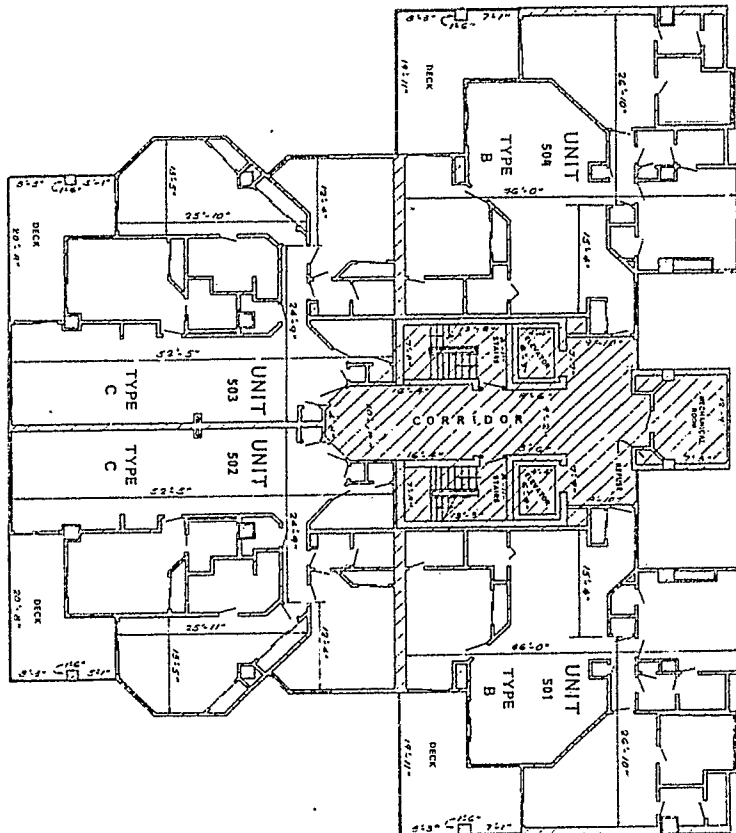
PHASE I
FOURTH FLOOR

FOUR SEASONS OF ROMAR BEACH

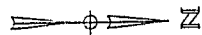
IT IS MY OPINION THAT THE BUILDABLE AREA OF THE SUBJECT PROPERTY LIES IN AREAS C AND D ACCORDING TO THE 1976 ZONING MAP. THE 1976 ZONING MAP SHOWS THE BUILDABLE RATE FOR AREAS C AND D AS 100 PERCENT. THE 1976 ZONING MAP SHOWS THE BUILDABLE RATE FOR AREAS C AND D AS 100 PERCENT.

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH

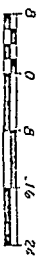


MISC. 59 AGE 1423



FIFTH FLOOR

FLOOR ELEV. 57.6' M.S.L.
CEILING ELEV. 66.4' M.S.L.
SCALE: 1/8" = 1'0"



Graphic Scale

IT IS MY OPINION THAT THE
REPLENDABLE AREA OF THE ABOVE
PROPERTY LIES IN ZONE C 1338
YEAR FLOOD) ACCORDING TO THE
FLOOD INSURANCE RATE MAP (IRMA
COMMUNITY NO. 01580, PANEL NO.
610, SUFFIX G, MAP REVISED
JANUARY 2, 1975.

LEGAL DESCRIPTION:

THE ALIENATED ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY

BEING PART OF THE NORTHEASTLY CORNER OF LOT 7 MUSKIESS SUMMIT, BEING

AS RECORDED IN MAP BOOK 3, PAGE 511, PROBATE RECORDS, ALABAMA

COUNTY, ALABAMA, THE NORTHERN 1/2 OF THE SOUTHERLY 1/4 OF

OF WAY OF ALABAMA HIGHWAY 11, 1/4 ACRES; AND TRACTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 81

THE UNDERSIGNED, JAMES T. CUMMINS, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 7351, PLEASANT TO SECTION 35-2-4, CODE OF ALABAMA, 1901, HEREBY CERTIFY THAT THE DRAWING CONSISTING OF PAGES 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826,

4-13-87
DATE



☐ CROSS MATCHED AREA
REPRESENTS COMMON ELEMENTS.

☐ NO LIMITED COMMON ELEMENTS
EXIST.

☐ NON-CROSS MATCHED AREA
REPRESENTS PRIVATE ELEMENTS.

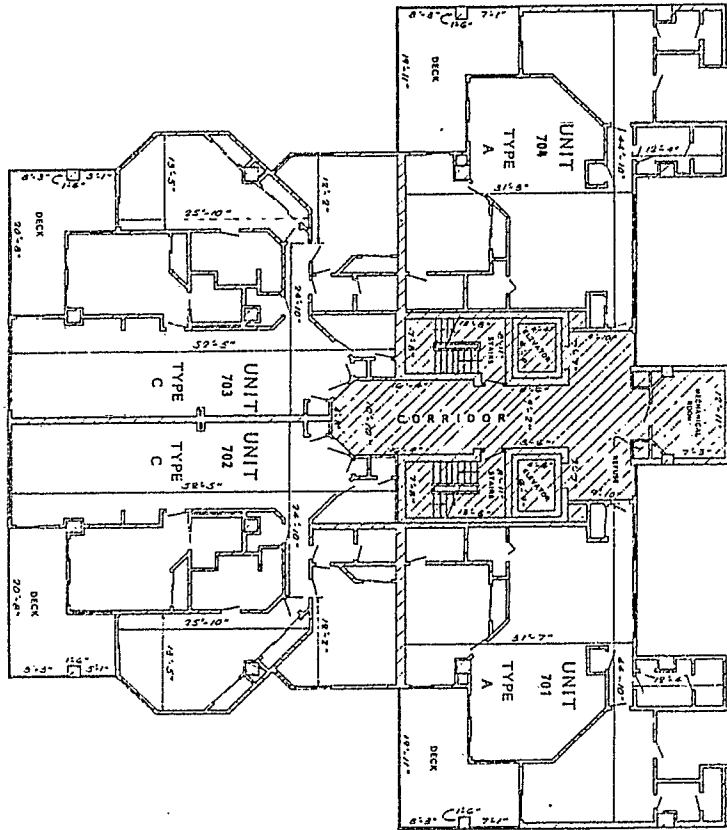
PHASE I
FIFTH FLOOR

FOUR SEASONS OF RÔMÂN BEACH

A. CONDOMINIUM	
UNIT NO.	OWNER
1001	DR. J. C. BROWN, JR.
1002	DR. J. C. BROWN, JR.
1003	DR. J. C. BROWN, JR.
1004	DR. J. C. BROWN, JR.
1005	DR. J. C. BROWN, JR.
1006	DR. J. C. BROWN, JR.
1007	DR. J. C. BROWN, JR.
1008	DR. J. C. BROWN, JR.
1009	DR. J. C. BROWN, JR.
1010	DR. J. C. BROWN, JR.
1011	DR. J. C. BROWN, JR.
1012	DR. J. C. BROWN, JR.
1013	DR. J. C. BROWN, JR.
1014	DR. J. C. BROWN, JR.
1015	DR. J. C. BROWN, JR.
1016	DR. J. C. BROWN, JR.
1017	DR. J. C. BROWN, JR.
1018	DR. J. C. BROWN, JR.
1019	DR. J. C. BROWN, JR.
1020	DR. J. C. BROWN, JR.
1021	DR. J. C. BROWN, JR.
1022	DR. J. C. BROWN, JR.
1023	DR. J. C. BROWN, JR.
1024	DR. J. C. BROWN, JR.
1025	DR. J. C. BROWN, JR.
1026	DR. J. C. BROWN, JR.
1027	DR. J. C. BROWN, JR.
1028	DR. J. C. BROWN, JR.
1029	DR. J. C. BROWN, JR.
1030	DR. J. C. BROWN, JR.
1031	DR. J. C. BROWN, JR.
1032	DR. J. C. BROWN, JR.
1033	DR. J. C. BROWN, JR.
1034	DR. J. C. BROWN, JR.
1035	DR. J. C. BROWN, JR.
1036	DR. J. C. BROWN, JR.
1037	DR. J. C. BROWN, JR.
1038	DR. J. C. BROWN, JR.
1039	DR. J. C. BROWN, JR.
1040	DR. J. C. BROWN, JR.
1041	DR. J. C. BROWN, JR.
1042	DR. J. C. BROWN, JR.
1043	DR. J. C. BROWN, JR.
1044	DR. J. C. BROWN, JR.
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1077	DR. J. C. BROWN, JR.
1078	DR. J. C. BROWN, JR.
1079	DR. J. C. BROWN, JR.
1080	DR. J. C. BROWN, JR.
1081	DR. J. C. BROWN, JR.
1082	DR. J. C. BROWN, JR.
1083	DR. J. C. BROWN, JR.
1084	DR. J. C. BROWN, JR.
1085	DR. J. C. BROWN, JR.
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1087	DR. J. C. BROWN, JR.
1088	DR. J. C. BROWN, JR.
1089	DR. J. C. BROWN, JR.
1090	DR. J. C. BROWN, JR.
1091	DR. J. C. BROWN, JR.
1092	DR. J. C. BROWN, JR.
1093	DR. J. C. BROWN, JR.
1094	DR. J. C. BROWN, JR.
1095	DR. J. C. BROWN, JR.
1096	DR. J. C. BROWN, JR.
1097	DR. J. C. BROWN, JR.
1098	DR. J. C. BROWN, JR.
1099	DR. J. C. BROWN, JR.
1100	DR. J. C. BROWN, JR.

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH

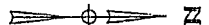


SEVENTH FLOOR

FLOOR ELEV.	76.3'	M.S.L.
CEILING ELEV.	85.1'	M.S.L.

SCALE: 1/8" = 1'0"

MISC. 59 AGE 1924

[illegible]

STATE OF ALABAMA
COUNTY OF BALDWIN

THE UNDERSIGNED, JAMES T. CHAFFMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 3251, PURSUANT TO SECTION 35-1-1, CODE OF ALABAMA, HEREBY CERTIFY THAT THE DRAWING CONSISTING OF PAGES 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824,



Graphic Scale

IT IS MY OPINION THAT THE
MULTIHAC AREA OF THE ABOVE
PROPERTY LIES IN ZONE C. 1500
YEAR FLOOD) ACCORDING TO THE
FLOOD INSURANCE RATE MAP (FIRM)
CONSUMMATE NO. 81528, PA-EL NO.
851. SUFFIX G, MAP REVISED
JANUARY 3, 1975.

PHASE 1
SEVENTH FLOOR

FOUR SEASONS OF ROMAN BEACH

A C O N D I T I O N

[illegible]

CHC:MSD 100-10, 4000000

WEST SUPPLY CO., INC.

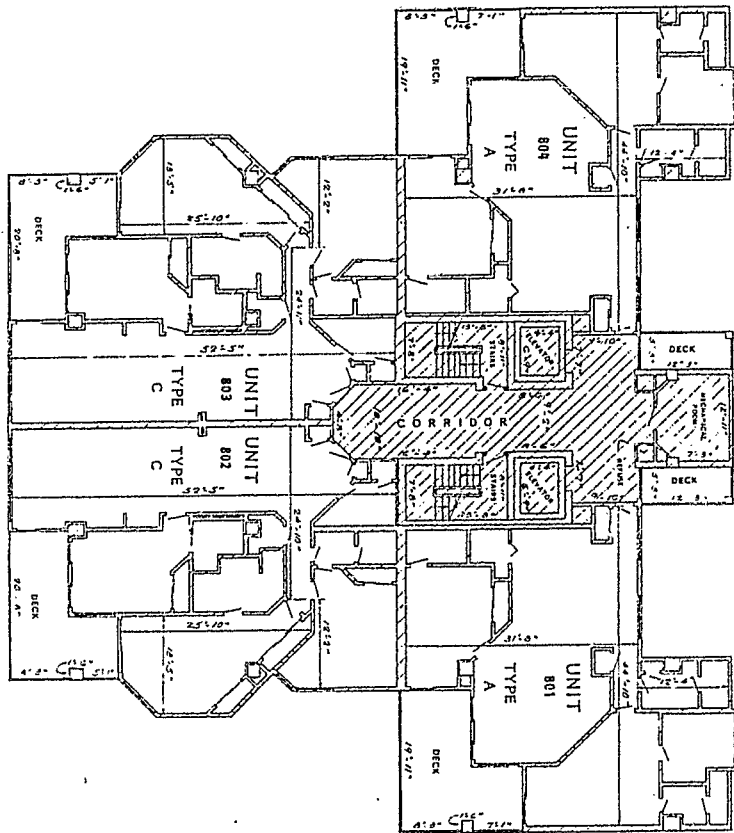
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For 1945 R-16 stationarity. At
F 4.99

	CROSS MATCHED AREA REPRESENTS UNKNOWN ELEMENTS.
	NO LIMITED-KNOWN ELEMENTS EXIST.
	NON-CROSS MATCHED AREA REPRESENTS PRIVATE ELEMENTS.

to

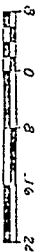
DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



EIGHTH FLOOR

FLOOR ELEV.	85.7'	M.S.L.
CEILING ELEV.	94.5'	M.S.L.

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



Graphic Scale

MISC. 59
JUN 1925

THE UNDERSIGNED, JAMES T. CHAPMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 1531, PURSUANT TO SECTION 35-4-4, CODE OF ALABAMA, NUMBER 1951, HEREBY CERTIFY THAT THE DRAWING CONSISTING OF PAGE 2, THROCK-², F, INDUSTRY ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF FOUR SEASONS OR MORE RESIDENT, A CONDOMINIUM FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATIONS, UNIT NUMBERS AND DIMENSIONS IN SUFFICIENT DETAIL TO IDENTIFY THE COMMON AREAS AND PRIVATE EASEMENTS EMPLOYED AS PART OF FOUR SEASONS OF MOBILE BEACH, CONDOMINIUM, AS SHOWN.

THE ABOVE UNITS ARE LOCATED ON THE FOLLOWING DESCRIBED PROPERTY:
LEGAL DESCRIPTION:

[illegible]

IT IS MY OPINION THAT THE BUILDABLE AREA OF THE ABOVE PROPERTY LIES IN ZONE C \$500 YEAR FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY NO. 915378, PAGE 10, 0616, SUFFIX C, MAP REVISED JANUARY 1, 1985.

	CROSS HATCHED AREA REPRESENTS COMMON ELEMENTS
	NO LIMITED COMMON ELEMENTS EXIST.
	NON-CROSS HATCHED AREA REPRESENTS PRIVATE ELEMENTS.

PHASE T
EIGHTH FLOOR

FOUR SEASONS OF ROMAR BEACH

A CONDORINER

STATE OF ALABAMA	ORANGE PLACER, ALABAMA	BRIDGE
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ORANGE PENCIL, ALUMINUM
1933
PIPE SUPPLYING, INC.

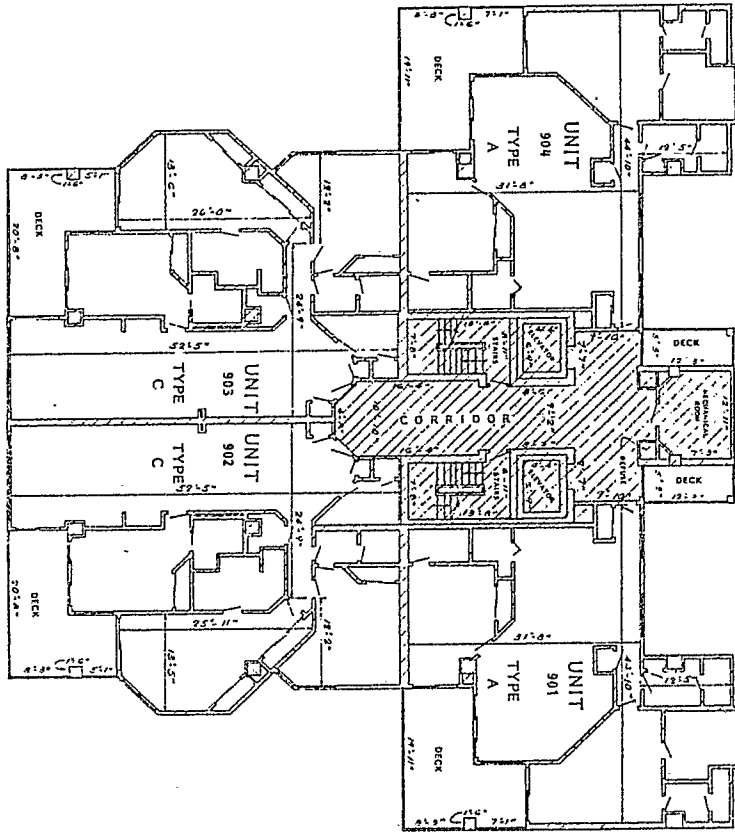
HIPE SURVEYING, INC.
P.O. Box 859
Gulf Shores, AL 36534

[illegible]

100-4705, P. 8, Baldwin County, AL	51073
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to

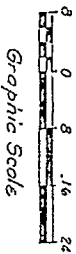
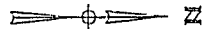
DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH



NINTH FLOOR

FLOOR ELEV. 95.2' M.S.L.
CEILING ELEV. 103.8' M.S.L.
SCALE: 1/8" = 1'0"

MISC. 59-1426



Graphic Scale

[illegible]

THE UNDERSIGNED, JAMES I. CHAPMAN, A REGISTERED ENGINEER IN THE STATE OF ALABAMA, NUMBER 771, PURSUANT TO SECTION 35-1-4, CODE OF ALABAMA, TITLE 35, HEREBY CERTIFY THAT THE ABOVE CONSISTING OF PAGES 2, THROUGH 12, INCLUSIVE, ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF FOUR SEASONS OF ROULEAU ESTATES, A CONDOMINIUM, FULLY AND ACCURATELY DETECTED THE LAZULI, LOCATIONS, UNIT NUMBERS AND DIMENSIONS IN SURVEY, AND TO IDENTIFY THE COMMON ELEMENTS AND PRIVATE USE AREAS COMPREHENDING SUCH UNITS OF FOUR SEASONS OF ROULEAU ESTATES, A CONDOMINIUM, AS FOLLOWS:

IT IS MY OPINION THAT THE BUILDABLE AREA OF THE ABOVE PROPERTY LIES IN ZONE C 500 YEAR FLOOD ACCORDING TO THE FLOOD INSURANCE RATE MAP FROM COMMUNITY NO. 015509, PANEL NO. B181, SUFFIX G, MAP REVISED JANUARY 3, 1985.

PHASE I NINTH FLOOR A CONDORINIUM	
FOUR SEASONS OF ROMAR BEACH	
GRAND OPENING SATURDAY, 1981	GRANGE BEACH, ALABAMA JUNE SURVEILLING, INC. P.O. Box 119 Gulf Shores, AL 36531
12/12/80	12/12/80

	CROSS HATCHED AREA REPRESENTS COMMON ELEMENTS.
	NO LIMITED COMMON ELEMENTS EXIST.
	NON-CROSS HATCHED AREA REPRESENTS PRIVATE ELEMENTS.



EXHIBIT B

to

DECLARATION OF CONDOMINIUM

FOUR SEASONS OF ROMAR BEACH

PHASE II

LEGAL DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF LOT 7 RUSSELL'S SUB-DIVISION AS RECORDED IN MAP BOOK 3, PAGE 115, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, RUN THENCE N 75°06'18" E ALONG THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 182, 168 FEET TO THE POINT OF BEGINNING; RUN THENCE S 14°53'42" E, 20 FEET; RUN THENCE S 00°28'30" W, 95 FEET; RUN THENCE N 89°31'30" W, 12 FEET; RUN THENCE S 00°28'30" W, 47 FEET; RUN THENCE S 46°10'10" E, 15.9 FEET; RUN THENCE S 89°42'08" E, 10.45 FEET; RUN THENCE S 00°28'30" W, 90 FEET; RUN THENCE S 45°28'30" W, 40 FEET; RUN THENCE S 00°28'30" W, 105 FEET, MORE OR LESS TO THE NORTH MARGIN OF THE GULF OF MEXICO; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH MARGIN OF THE GULF OF MEXICO, 144 FEET, MORE OR LESS, TO THE EAST LINE OF LOT 9, OF SAID RUSSELL'S SUBDIVISION; RUN THENCE N 00°28'30" E, ALONG SAID EAST LINE, 393 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT 9; ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF ALABAMA HIGHWAY 182; RUN THENCE S 75°06'18" W ALONG SAID SOUTH RIGHT OF WAY 132 FEET TO THE POINT OF BEGINNING.

MISC. 59 40E 1427

EXHIBIT C

to

DECLARATION OF CONDOMINIUM
FOUR SEASONS OF ROMAR BEACH

ARTICLES OF INCORPORATION

OF

FOUR SEASONS OF ROMAR BEACH CONDOMINIUM

OWNERS ASSOCIATION

MISC. 53 OF 1428

STATE OF ALABAMA,
BALDWIN COUNTY

I certify that this instrument was filed on

FEB 22 1985

ARTICLES OF INCORPORATION

OF

Mi

FOUR SEASONS OF ROMAR BEACH

CONDOMINIUM OWNERS ASSOCIATION, INC.

and that no tax was collected. Recorded in
Book 53
Page 1522
D.D. \$1.00 Index \$
Judge of Probate *Jimmy D. Line*

Under the Alabama Non-Profit Corporation Act

STATE OF ALABAMA:

COUNTY OF BALDWIN:

KNOW ALL MEN by these ARTICLES OF INCORPORATION, executed and filed with the office of the Judge of Probate of Baldwin County, Alabama, by the undersigned individual, INC., who is referred to herein as the Original Incorporator, whose correct post office address is shown under and by Article Seven hereof at page 4, and who does by executing and filing these Articles, form a Non-Profit Corporation under and in accordance with the Alabama Non-Profit Corporation Act, Code of Alabama Recompiled 1975 (hereinafter sometimes called "Code"), Title 10, Chapter 3A, Sections 10-3A-1 through 10-3A-225, and all other applicable laws in effect now or at any time hereafter during the existence of this Non-Profit Corporation, and that to said end, the undersigned does elect, declare and certify as follows:

MISC. 53-406 015

MISC. 59-406 1429

ARTICLE I - NAME

The name of the Corporation is FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter sometimes called "Corporation").

ARTICLE II - REGISTERED AGENT

The initial registered agent and initial registered office of the Corporation shall be:

Richard E. Davis, Esq.
150 Government St., Ste. 2000
Post Office Box 2767
Mobile, Alabama 36652

ARTICLE III - DURATION

The duration of the Corporation shall be perpetual.

ARTICLE IV - PURPOSE

The purpose for which the Corporation is formed is to establish an entity consisting of Condominium Unit Owners of FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM (hereinafter sometimes called "CONDOMINIUM") for the management and administration of

CONDOMINIUM, a condominium established under a Declaration of Condominium and the Alabama Condominium Ownership Act.

ARTICLE V - MEMBERS

Membership and voting rights in the Corporation shall be in the same ratio as ownership of the undivided interest in the Common Elements of the Condominium as defined in Paragraph 4 of the Declaration of FOUR SEASONS CONDOMINIUM and set forth in Exhibit "B" thereto and shall be subject to the provisions of the Declaration regarding Expandable Condominium.

ARTICLE VI - GOVERNING BOARD

The governing board of the Corporation shall be the Board of Directors, initially consisting of three (3) persons, the members of which are:

RICHARD O. ROWAN	3750 Professional Parkway Suite A Mobile, Alabama 36609
JAMES P. BALTHROP	3750 Professional Parkway Suite A Mobile, Alabama 36609
JOHN M. HOWARD	3750 Professional Parkway Suite A Mobile, Alabama 36609

Any Director may be removed from office at any time by affirmative vote of the membership at any regular or special Membership Meeting at which a quorum shall have been present.

ARTICLE VII - INCORPORATORS

The Incorporator of the Corporation is:

Richard E. Davis, Esq.
Post Office Box 2767
Mobile, Alabama 36652

ARTICLE VIII - PRINCIPAL OFFICE

The principal office of the Corporation shall be FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM, Orange Beach, Alabama 36561.

ARTICLE IX - INDEMNITY

As partial inducement to the Directors and Officers of the Corporation to accept such positions, the Corporation is and shall henceforth be obligated to indemnify and hold harmless all Directors and officers of the Corporation, whether or not their terms shall have expired, of and from any loss, expense, and liability or claimed liability of every kind whatsoever which they may at any time pay or incur as a direct or indirect conse-

quence of any actions taken or omitted or alleged to have been taken or omitted by the Corporation, by other Directors or officers or by themselves as such Directors and officers, excepting only such as may be paid or incurred in relation to matters as to which they, respectively, shall be adjudged by action, suit or proceeding to be liable for negligence or misconduct in the performance of their duties for the Corporation. Such indemnification shall be cumulative and not exclusive of any other rights to which the Directors or officers may be entitled under any bylaws, agreements, corporate actions or otherwise.

ARTICLE X - BYLAWS

The Board of Directors may adopt and amend from time to time such bylaws as it deems advisable which shall not be inconsistent with these Articles or with the Alabama Non-Profit Corporation Act, or the Alabama Condominium Ownership Act.

ARTICLE XI - COMMITTEES

The Board of Directors may by resolution adopted by a majority of the Directors then in office, create and appoint the members of, one or more committees each of which shall consist of two or more Directors which, to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; but, the desig-

nation of such committees and the delegation thereto of authority shall not operate to relieve the Directors of any responsibility imposed upon them. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be established by resolution of the Directors, or may be established by the President with the consent of the Board of Directors, and the members shall be appointed by the President unless appointed by the Board of Directors.

ARTICLE XII - NON-DIVERSION OF ASSETS

The Corporation shall not have or issue shares of stock. No dividend shall be paid and no part of the income of the Corporation shall be distributed to its Members, Directors or officers as such. The Corporation may reimburse any party for any reasonable expenses incurred on behalf of the Corporation or in the carrying on of its business. The Corporation may, pursuant to approval by the Board of Directors, pay compensation in a reasonable amount to its officers, agents or employees for services rendered.

ARTICLE XIII - POWERS AND LIMITATIONS

In addition to all the lawful powers expressly or impliedly derived by the Corporation from these Articles, the Corporation and its officers and Directors shall have all such powers as are

provided under and by the Alabama Non-Profit Corporation Act (excepting the powers stated in subsections (6) and (13) of Code, Title 10, Section 10-3A-20); and, such other rights and powers consistent with the purposes and limitations of the Corporation as shall be conferred by all other laws and regulations including, without limitation, the duties and obligations imposed on the Corporation as the Association contemplated by the Alabama Condominium Ownership Act and the Declaration of Condominium. However, notwithstanding anything to the contrary stated or implied in these Articles or permitted by applicable laws, the Corporation shall at all times be operated exclusively for fraternal, social, recreational and other non-profitable purposes, and no part of the net earnings of same may inure to the benefit of any member. Matters not covered by the provisions of these Articles, or the Bylaws, or the Alabama Non-Profit Corporation act or other laws shall be governed by any applicable rules of Roberts Rules of Order.

ARTICLE XIV - DISSOLUTION

In the event of the dissolution of the Corporation and the discontinuance of its functions, the assets shall be disposed of as required by Code, Title 10, Section 10-3A-141.

State of Alabama

Baldwin

County

CERTIFICATE OF INCORPORATION

OF

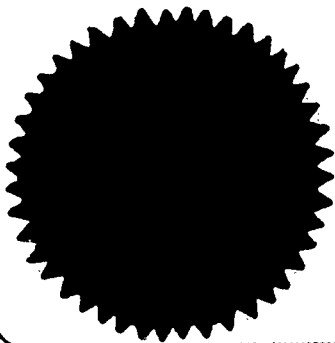
Four Seasons of Romar Beach Condominium Owners Association, Inc.

The undersigned, as Judge of Probate of Baldwin County, State of Alabama, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of Four Seasons of Romar Beach Condominium Owners Association, Inc. have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Judge of Probate, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation of Four Seasons of Romar Beach Condominium Owners Association, Inc., and attaches hereto a duplicate original of the Articles of Incorporation.

GIVEN Under My Hand and Official Seal on this the 22nd day of

February, 19 85.



Harry D'Oliver
Judge of Probate

MISC. 59 AGE 1436

STATE OF ALABAMA
COUNTY OF BALDWIN

ARTICLES OF AMENDMENT OF ARTICLES OF
INCORPORATION OF FOUR SEASONS OF ROMAR BEACH
CONDOMINIUM OWNERS ASSOCIATION, INC.
A Non-Profit Corporation

KNOW ALL MEN BY THESE PRESENTS that pursuant to §§ 10-3A-80, 10-3A-81, and 10-3A-82 of the Alabama Code (1975), the Articles of Incorporation of Four Seasons of Romar Beach Condominium Owners Association, Inc. are amended by the following:

Article I

The name of the corporation is FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC.

Article II

Article V, which is entitled "Members", of the Articles of Incorporation is deleted in its entirety and in its stead is substituted the following:

"ARTICLE V - MEMBERS

The members of the Corporation shall be the Unit Owners in said Condominium. Their voting rights in the Corporation shall be in the same ratio as ownership of the Common Elements as set forth in Paragraph 4 of the Declaration of Four Seasons of Romar Beach Condominiums and shall be subject to the provisions of Paragraph 11 thereof regarding Phase II of said Condominium."

Article III

At this time, sales of Condominium Units not having been closed, there are no members entitled to vote on the foregoing amendment; therefore, such amendment was adopted by unanimous vote of the Board of Directors at the Board of Directors meeting on the 3rd day of April, 1987.

MISC. 59 AGE 1437

DATED this 8 day of April, 1987.

FOUR SEASONS OF ROMAR BEACH
CONDOMINIUM OWNERS
ASSOCIATION, INC.

BY: *James D. Dink*
As its President

ATTEST:

BY: *[Signature]*
As its Secretary

STATE OF ALABAMA)

COUNTY OF BALDWIN)

VERIFICATION

I, the undersigned, as President of FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC., do hereby verify that the above and foregoing instrument represents the Articles of Amendment of Articles of Incorporation of Four Seasons of Romar Beach Condominium Owners Association, Inc., a Non-Profit Corporation, duly approved and adopted by unanimous consent of the Directors of the Association and that the statements contained therein are true and correct.

This the 8 day of April, 1987.

James D. Dink
President

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 8th DAY OF April, 1987.

Charles W. Hughes
NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-5-88

THIS INSTRUMENT PREPARED BY RICHARD E. DAVIS, Esq., COALE, HELMSING, LYONS &
SIMS, P. O. BOX 2767, Mobile, AL 36652

1405D

MST. 59-20E 1438

EXHIBIT D

to

DECLARATION OF CONDOMINIUM

FOUR SEASONS OF ROMAR BEACH

BYLAWS

OF

FOUR SEASONS OF ROMAR BEACH CONDOMINIUM

OWNERS ASSOCIATION

HSC. 59 USE 1439

BYLAWS

OF

FOUR SEASONS OF ROMAR BEACH CONDOMINIUM

OWNERS ASSOCIATION, INC.

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EXHIBIT "D" TO DECLARATION

STATE OF ALABAMA:
COUNTY OF BALDWIN:

BYLAWS
OF
FOUR SEASONS OF ROMAR BEACH CONDOMINIUM
OWNERS ASSOCIATION, INC.

P R E A M B L E

These are the Bylaws of FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC. (hereinafter "Association"), a non-profit corporation formed pursuant to the provisions of the Alabama Condominium Ownership Act, §§ 35-8-1 to 35-8-22 (hereinafter "Act"), and the Alabama Non-Profit Corporation Act, §§ 10-3A-1 to 10-3A-225, Code of Alabama, 1975. These Bylaws are hereby filed by PIER CORPORATION, INC. on behalf of the Association, simultaneously with the Declaration of FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM and with the Articles of Incorporation of the Association in the Probate Office of Baldwin County, Alabama, said Articles being previously filed for incorporation purposes, and the Association is formed for the purpose of administering and managing FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM, in or near Gulf Shores, Alabama, which condominium is and shall be located on that certain real property in Baldwin County, described in the Declaration. Said Declaration and Articles, and the definitions therein, are incorporated herein by this reference.

1. APPLICATION OF BYLAWS. All present and future Condominium Unit Owners, mortgagees, lessees and occupants of units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the Declaration, the Articles of Incorporation, these Bylaws, and all rules and regulations made pursuant hereto and any amendment thereof. The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of the Declaration, the Articles of Incorporation, and these Bylaws (and any rules and regulations made pursuant thereto), as they may be amended from time to time, are accepted, ratified, and will be complied with.

2. ASSOCIATION OF CONDOMINIUM UNIT OWNERS. The name of the Association in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of and agents for the Condominium Unit Owners in the manner specified by the Act, the Declaration, or these Bylaws is: "FOUR SEASONS OF ROMAR BEACH CONDOMINIUM OWNERS ASSOCIATION, INC., an Alabama Non-Profit Corporation".

3. MEETINGS OF THE ASSOCIATION.

(a) The presence in person or by proxy at any meeting of the Association of Condominium Unit Owners owning at least fifty (50%) percent of the Common Elements in response to notice to all Condominium Unit Owners of record properly given shall constitute a quorum. In the event that Condominium Unit Owners owning at least fifty (50%) percent of the Common Elements are not present in person or by proxy, the meetings shall be adjourned for twenty-four (24) hours, at which time it shall reconvene and any number of Condominium Unit Owners present at such subsequent meeting will constitute a quorum. Unless otherwise expressly provided in the Declaration or the

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Articles of Incorporation, any action may be taken at any meeting of the Condominium Unit Owners upon the vote of Condominium Unit Owners owning at least more than fifty percent (50%) of the Common Elements present and represented at said meeting.

(b) There shall be an annual meeting of the Association on the 1st Monday of every April beginning after the Declarant calls the First Annual Meeting as provided in Paragraph 5 of the Declaration. Each annual meeting, including the First Annual Meeting, shall be held at FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM or at such other reasonable place or time (not more than sixty (60) days before or after such date) as may be designated by written notice by the Board of Directors delivered to the Condominium Unit Owners not fewer than ten (10) or more than sixty (60) days prior to the date fixed for said meeting. At or prior to an annual meeting, the Board of Directors shall furnish to the Condominium Unit Owners: (i) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Condominium Unit Owner; and (ii) a statement of Common Expenses itemizing receipts and disbursements for the previous and current fiscal year, together with the allocation thereof to each Condominium Unit Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Condominium Unit Owners who were not present at the annual meeting.

(c) Special meetings of the Association may be held at any time at FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM or at such other reasonable place to consider matters, by the terms of the Declaration or the Articles of Incorporation, require the approval of all or some of the Condominium Unit Owners, or for any other reasonable purpose. Special meetings shall be called by written notice, signed by a majority of the Board of Directors, or by Condominium Unit Owners representing at least one-third (1/3) of the Condominium Units and delivered to all Condominium Unit Owners not fewer than ten (10) or more than sixty (60) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting, and the matters to be considered.

(d) Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration or these Bylaws.

4. OFFICERS.

(a) All officers and employees of the Association shall serve at the will of the Board of Directors. The officers shall consist of a President, Secretary, and Treasurer. The Board of Directors may appoint such other assistant officers as the Board of Directors may deem necessary. No officer shall be required to be a Condominium Unit Owner, but the President must be a member of the Board of Directors. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board of Directors and may be removed and replaced by the Board of Directors. The Board of Directors may in its discretion, and shall if required by the Declaration, require that officers (and other employees of the Association) be subject to fidelity bond coverage. Resignation of any officer shall be in writing directed to the Board of Directors which shall act promptly thereon.

(b) The President shall be the chief executive of the Board of Directors and shall preside at all meetings of the Condominium Unit Owners and of the Board of Directors and may exercise the powers ordinarily assigned to and exercised by the presiding officer of an association, including the appointment

of committees. The President shall exercise general supervision over the property and its affairs. He shall sign on behalf of the Association all conveyances, mortgages, and contracts of material importance to its business. He shall do and perform all acts which the Board of Directors may require.

(c) The Secretary shall keep minutes of all proceedings of the Board of Directors and of the meetings of the Association, and shall keep such books and records as may be necessary and appropriate for the records of the Condominium Unit Owners and the Board of Directors. In the absence or inability of the President, the Secretary shall perform the functions of the President.

(d) The Treasurer shall be responsible for the fiscal affairs of the Association, but may delegate the daily handling of funds and the keeping of records to a manager or managing company.

(e) The membership may ratify actions of the officers subsequent thereto and thereby give full force and effect to such actions as though approved in advance.

5. BOARD OF DIRECTORS.

(a) The management and maintenance of property and the business, property, and affairs of the ASSOCIATION shall be managed by a Board of Directors consisting of three (3) members, who must be Condominium Unit Owners. The Board of Directors who shall serve until the First Annual Meeting shall be appointed by the Declarant. The Board of Directors after the First Annual Meeting shall be elected as provided in these Bylaws.

(b) The Board of Directors shall have all the powers, duties, and responsibilities as are now or may hereafter be provided by the Act, the Declaration, the Articles of Incorporation, and these Bylaws, including but not limited to the following:

(i) To make and enforce all house rules and administrative rules and regulations covering the operation and maintenance of the property.

(ii) To engage the services of a manager, or managing company, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.

(iii) To operate, maintain, repair, improve, and replace the Common Elements.

(iv) To determine and pay the Common Expenses.

(v) To assess and collect the proportionate share of Common Expenses from the Condominium Unit Owners.

(vi) To enter into contracts, deeds, leases, or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.

(vii) To open bank accounts on behalf of the Association and to designate the signatures therefor.

(viii) To purchase, hold, sell, convey, mortgage, or lease any one or more units in the name of the Association or its designee.

(ix) To bring, prosecute, and settle litigation for itself, the Association, and the property, provided that it shall make no settlement which results in a liability against the Board of Directors, the Association, or the property in excess of \$5,000.00 without prior approval of a majority of Condominium Unit Owners.

(x) To obtain insurance for the Association with respect to the Condominium Units and the Common Elements, as well as workmen's compensation insurance.

(xi) To repair or store the property following damage or destruction, or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the property from the provisions of the Act.

(xii) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Condominium Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Board of Directors and in the operation of the property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances, and office supplies.

(xiii) To keep adequate books and records.

(xiv) To borrow funds and enter into promissory notes.

(xv) To sell portions of the Common Elements.

(xvi) To have a corporate seal.

(xvii) To approve and sign checks and issue payment vouchers.

(xviii) To pay off liens against any portion of the property.

(xix) To do all other acts necessary for the operation and maintenance of the property, including the maintenance and repair of any Unit if the same is necessary to protect or preserve the property, provided however that the management shall operate no other business for profit.

(c) The Board of Directors may delegate to a manager or managing company all of its foregoing powers, duties, and responsibilities referred to in Paragraph 5(b) above except: the final determination of Common Expenses, budgets and assessments based thereon, the promulgation of house rules and administrative rules and regulations, the power to enter into any contract involving more than \$5,000.00 in any one fiscal year, the opening of bank accounts, the power to purchase, hold, sell, convey, mortgage or lease any Condominium Units in the name of the Association or to bring, prosecute or settle litigation.

(d) Members of the Board of Directors, the officers and any assistant officer, agents, and employees of the Association (i) shall not be liable to the Condominium Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or gross negligence; (ii) shall have no personal

liability in contract to a Condominium Unit Owner or any other person or entity under any agreement, instrument, or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Condominium Unit Owner or any person or entity, direct or imputed, by virtue of acts performed by them, or acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse, or condition of the property, which might in any way be assessed against or imputed to them as a result or by virtue of their capacity as such.

(e) The Condominium Unit Owners in proportion equal to their respective undivided interests in the Common Elements shall indemnify and hold harmless, any person, his heirs and personal representatives, from and against all personal liability and all expenses including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Condominium Unit Owners, or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board of Directors or an officer or assistant officer, agent or employee of the Association, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided, in the case of any settlement, that the Board of Directors shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Condominium Unit Owners or of the Board of Directors or otherwise. The indemnification by the Condominium Unit Owners as contained herein shall be paid by the Board of Directors on behalf of the Condominium Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such.

(f) Beginning with the First Annual Meeting called by the Declarant in accordance with Paragraph 5 of the Declaration and at every annual meeting thereafter, the Association shall elect the members of the Board of Directors for the forthcoming year. At least thirty (30) days prior to any annual meeting of the Association, the Board of Directors shall select from the Condominium Unit Owners a nominating committee of not fewer than three (3) members who shall recommend to the annual meeting one nominee for each position on the Board of Directors to be filled at that particular annual meeting. Nominations for positions of the Board of Directors may also be made at the annual meeting of the Association by any Condominium Unit Owner provided such nominee so nominated is present and indicates his willingness to serve as a member of the Board of Directors if elected. Members of the Board of Directors shall not be required to be Condominium Unit Owners, but must be natural persons and nominated as above provided.

(g) Members of the Board of Directors elected at the First Annual Meeting and thereafter shall serve for a term of two (2) years; provided, however, that one member of the Board of Directors elected at the First Annual Meeting shall serve for an initial term of one (1) year and the two other members shall serve for an initial term of two (2) years. The term of no more than one member will end each year. The members of the Board of Directors shall serve until their respective successors are elected, or until their death, resignation, or removal. Any member of the Board of Directors who fails to attend three consecutive Board of Directors meetings held during any calendar year shall forfeit his membership on the Board of Directors.

(h) Any member of the Board of Directors may resign at any time by giving written notice to the President of the Association or the remaining Board of Directors members. Any member of the Board of Directors may be removed from membership on the Board of Directors by a two-thirds majority vote of the members, or proxies representing members, owning at least sixty-seven (67%) percent of the Common Elements. Whenever there shall occur a vacancy on the Board of Directors due to death, resignation, removal, or any other cause, the remaining members shall elect a successor member to serve until the next annual meeting of the Association, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

(i) The members of the Board of Directors shall receive no compensation for their services unless expressly approved by members, or proxies representing members, owning at least more than fifty (50%) percent of the Common Elements; provided, however, that any member of the Board of Directors may be employed by the Association in another capacity and receive compensation for such employment, if otherwise allowed.

(j) The meeting of the Board of Directors shall be held at such places within the State of Alabama as the Board of Directors shall determine. Two (2) members of the Board of Directors shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board of Directors. The Board of Directors shall annually elect all of the officers of the Association. The meeting for the election of officers shall be held at the first meeting of the Board of Directors immediately following the Annual Meeting of the Association.

(k) Regular meetings of the Board of Directors may be held without call or notice.

(l) Special meetings of the Board of Directors may be called by the President or by any two Board of Directors members. The person or persons calling a special meeting of the Board of Directors shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called; if an agenda is prepared for such meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

(m) Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting except if a Board of Directors member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the members of the Board of Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

(n) After the election of the members of the Board of Directors at the First Annual Meeting of the Association, they shall execute, acknowledge, and record an affidavit stating the names of the members of the newly elected Board of Directors. Thereafter, any two (2) persons who are designated of record as being members of the most recent Board of Directors (regardless of whether or not they shall still be members) may execute, acknowledge and record an affidavit stating the names of all of the members of the then current Board of Directors. The most recently recorded of such affidavits shall be prima facie evidence that the persons named therein are all of the incumbent members of the Board of Directors and shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

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(o) The fiscal year shall be determined by the Board of Directors.

(p) The membership may ratify actions taken by the Board of Directors subsequent to such actions and thereby give such action the full force and effect as though approved in advance.

6. COMMON EXPENSES; ASSESSMENTS.

(a) All assessments shall be made and collected in accordance with this Paragraph 6 and the provisions of the Declaration.

(b) Each Owner shall be liable for a proportionate share of the Common Expenses, such shares being the same as the percentage of undivided interest in the Common Elements appurtenant to the Condominium Unit owned by the Condominium Unit Owner.

(c) For the period prior to the First Annual Meeting, the Board of Directors shall determine and make assessments on the same basis but without the procedural formalities as the Board of Directors will use beginning with the First Annual Meeting. Within thirty (30) days prior to each annual meeting, beginning with the First Annual Meeting, of the Association, the Board of Directors shall estimate the Common Expenses and capital contributions for the following year. The estimated capital contributions shall include such amounts as the Board of Directors may deem adequate for general working capital, for the general operating reserve, and for a reserve fund, which fund shall be established by the Association for the periodic maintenance, repair, and replacement of improvements to the Common Elements, and shall take into account any expected income, surplus, or deficit in the Common Expenses for any prior year. These estimated capital contributions and Common Expenses shall be presented at the annual meeting and thereafter shall be assessed on a monthly basis to the Condominium Unit Owners in proportion to their percentage of undivided interest in the Common Elements as set forth in the Declaration. If the estimated Common Expenses prove inadequate for any reason, including nonpayment of any Condominium Unit Owner's assessments, the Board of Directors may, by resolution duly adopted, make additional assessments, which shall be assessed to the Condominium Unit Owners in the same manner as the estimated Common Expenses. Each Condominium Unit Owner shall be obligated to pay to the Board of Directors assessments made pursuant to this paragraph on or before the fifth day of each month. The funds received by the Board of Directors from assessments shall be kept in the working capital account or in the reserve funds, or in the Common Expense fund and shall be expended by the Board of Directors only in accordance with the provisions of the Act, the Declaration, and these Bylaws.

(d) The failure by the Board of Directors before the expiration of any year to estimate the Common Expenses as required herein shall not be deemed a waiver or modification in any respect of the provisions of the Declaration or these Bylaws, or a release of the Condominium Unit Owner from the obligation to pay any past or future assessments, and the estimated Common Expenses fixed for the previous and current year shall continue until a new estimate is fixed.

(e) No Condominium Unit Owner may exempt himself from liability for Common Expenses by waiver of the use or enjoyment of any of the Common Elements appertaining to his Unit or by abandonment of his Condominium Unit.

(f) The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair, and replacement expenses of the Common Elements and any other expenses incurred. In accordance with the actions of the Board of Directors assessing Common Expenses against the Condominium Units and Condominium Unit Owners, the Treasurer shall keep an accurate account record for each Unit of such assessments, the payments thereof, due dates, present balances, and interest in Common Surplus. The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer. At the close of each fiscal year, the books and records of the Board of Directors shall be audited by a certified public accountant approved by the Association. The books and accounts of the Association shall be available for inspection at the office of the Association by any Condominium Unit Owner or his authorized representative during the regular business hours.

(g) There shall be no single improvement exceeding the sum of \$5,000.00 made by the Board of Directors without the same having been first voted on and approved by members, or proxies representing members, owning at least seventy-five (75%) percent of the Common Elements present or represented at a meeting duly called for that purpose. The foregoing shall not apply in connection with damage or destruction referred to in Paragraph 17 of the Declaration or to such structural alterations, capital additions to, or capital improvements of the Common Elements as are necessary in the Board of Directors' reasonable judgment to preserve or maintain the integrity of the Common Elements or the property.

7. ABATEMENT AND RESTRAINT OF VIOLATIONS BY CONDOMINIUM UNIT OWNERS. The violation of any house rules or administrative rules or regulations adopted by the Board of Directors or the breach of any provision contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

(a) To enter the Private Element in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Condominium Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

8. SPECIAL COMMITTEES. The Board of Directors by resolution may designate one or more special committees, each committee to consist of two (2) or more Condominium Unit Owners which, to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Such special committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required. The members of such special committee or committees designated shall be appointed by the Board of Directors or the President. The Board of Directors or the President may appoint Condominium Unit Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal, or inability to act for any extended period of time.

9. MEMBERSHIP AND VOTING. The members of the Association shall be the fee owners of the Condominium Units. The Board of Directors shall maintain a list of Owners which shall be updated

on a regular basis. The Board of Directors and Officers may, but are not obligated to, if they reasonably have a question as to Unit ownership, require satisfactory evidence of Unit ownership prior to such person's being entitled to vote or to notice of membership meetings. A question of Unit ownership shall not negate the actual owner's liability for assessments or other obligations of Unit Owners. At any meeting of the Association of Condominium Unit Owners, each Condominium Unit Owner, including Declarant, either in person or by proxy, shall be entitled to one vote which shall be weighted to correspond exactly to the percentage of undivided interest of the Common Elements assigned to his Condominium Unit in the Declaration. If a Condominium Unit Owner is comprised of more than one person, or an entity not a natural person, such two or more persons or such entity shall designate to the Board the name and address of the natural person who shall represent the Unit Owner for purposes of voting and notice; absent such a designation, the Board may recognize a person as representative in its reasonable discretion, or the Board may determine that it shall be necessary for all such persons present at any meeting to act unanimously in order to cast the votes pertaining to their Condominium Unit. All votes may be cast either in person or by proxy. All proxies shall be in writing, and in the case of proxies for the annual meeting, they shall be delivered to the Secretary at least five (5) days prior thereto. Proxies for special meetings of the Association must be of record with the Secretary at least two (2) days prior to such meeting. In voting for members of the Board of Directors, cumulative voting is allowed. In all other matters, cumulative voting shall not be allowed.

10. NOTICES, WAIVER OF NOTICE. Any notice permitted or required to be delivered, as provided herein, may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to be delivered twenty-four (24) hours after a copy of the same has been deposited in the U.S. Postal Service, postage prepaid, return receipt requested. Notice to Condominium Unit Owners shall be addressed to each Condominium Unit Owner at the address given by such Condominium Unit Owner to the Board of Directors for the purpose of service of such notice or to the Condominium Unit of such Condominium Unit Owner if no such address has been given to the Board of Directors. Such address may be changed from time to time by notice in writing to the Board of Directors. Notice to the Board of Directors shall be addressed initially to:

c/o Pier Corporation
P. O. Box 1648
Gulf Shores, AL 36542

Any Condominium Unit Owner may at any time waive notice required to be given under these Bylaws, or by statute or otherwise. The presence of a Condominium Unit Owner and/or Director in person at any meeting of the Condominium Unit Owners shall be deemed such waiver.

11. NO WAIVER. The failure of the Board of Directors or its contractors to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions, or restrictions of the Declaration or Bylaws, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or relinquishment, for the future, of such term, covenant, condition, or restriction; but such term, covenant, condition, or restriction shall remain in full force and effect. The receipt and acceptance by the Board of Directors or its contractor of the payment of any assessment from a Condominium Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors.

12. AMENDMENT OF BYLAWS. These Bylaws may be amended by a majority vote of the Board of Directors. No such amendment shall be effective until recordation thereof.

13. SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

14. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit, or describe the scope of these Bylaws nor the intent of any provision hereof.

15. EFFECTIVE DATE. These Bylaws shall take effect upon recording of the Declaration of FOUR SEASONS OF ROMAR BEACH, A CONDOMINIUM, to which these are an Exhibit.

THIS INSTRUMENT PREPARED BY:

Richard E. Davis, Esq.
COALE, HELMSING, LYONS & SIMS, P.A.
Post Office Box 2767
Mobile, Alabama 36652
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