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DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ESCAPES! TO THE SHORES, A CONDOMINIUM

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EXHIBIT "D"

List of Unit Numbers, Type and Square Footage by Floor

EXHIBIT "E"

Detail Regarding Commercial Unit and Square Footage

EXHIBIT "F"

**Detail Regarding Square Footage Including Balconies and Foyers Where
Applicable**

EXHIBIT "G"

Additional Restrictions to which Condominium is subject

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
ESCAPES! TO THE SHORES, A CONDOMINIUM**

THIS DECLARATION is made this 17th day of July, 2007, by Escapes!, Inc., (hereinafter called the "Developer") an Arkansas corporation doing business in Alabama as Escapes! to the Gulf, Inc., and as Escapes! to the Shores, for itself, its successors, grantees and assigns.

RECITALS

1. The Developer is the fee simple Owner of that certain parcel of Real Property situated in the County of Baldwin, State of Alabama, hereinafter more particularly described, and has improved, or will improve, said Real Property in the manner set out herein.

2. The Developer hereby establishes a Condominium pursuant to the provisions of the Alabama Uniform Condominium Act of 1991. The Condominium shall be known as Escapes! to the Shores, a Condominium, located at 24060 Perdido Beach Boulevard, Orange Beach, Alabama, 36561 ("the Condominium").

3. The Developer will develop the Condominium in a single phase but reserves the right to add additional phases.

4. The project consists of One (1) building with Twenty (20) distinct levels designated on the Plans as a ground floor containing amenities and Nineteen (19) additional floors containing a total of Eighty-Eight (88) Residential Units, together with access, parking, a Commercial Unit and appurtenant facilities herein described.

NOW, THEREFORE, the Developer hereby makes the following Declaration.

I.

DEFINITIONS

The terms used in this Declaration and in the COA Bylaws shall have the meanings stated in the Alabama Uniform Condominium Act of 1991, and as follows, unless the context otherwise requires:

1.01. "Act" means the Alabama Uniform Condominium Act of 1991, Code of Alabama, Section 35-8A-101, et seq.

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

1.03. "COA" means Escapes! to the Shores Condominium Owners Association, Inc., an Alabama not for profit corporation, and its successors, a corporation organized under the Act.

1.04. "COA Articles" means the Articles of Incorporation of the COA, recorded in the Office of the Secretary of State of Alabama, Corporations Division, Montgomery, Alabama, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

1.05. "COA Assessment" means the proportionate share of the funds required for the payment of the COA's expenses which from time to time may be levied against each Unit Owner.

1.05.1. "COA Special Assessment" means an Assessment levied by the COA Board upon all of the Owners in the event that the COA Assessments are inadequate to meet the COA Common Expenses or to satisfy any judgments or other extraordinary or unbudgeted items deemed reasonably necessary by the Board;

1.06. "COA Board" means the Board of Directors of the COA.

1.07. "COA Bylaws" means the duly adopted Bylaws of the COA.

1.08. "COA Management Agreement" shall mean that certain agreement, if any, entered into from time to time by the COA with any entity which provides for all or any part of the administration, operation and management of the COA and its affairs and the Condominium and declared to be such by the COA Board.

1.09. "The Commercial Unit" shall consist of those particular areas of the third and fourth floors that are set forth in detail on Exhibit "E" attached hereto and incorporated herein by this reference. That portion of the Plans attached hereto as Exhibit "B" and identified as "Enlarged Check In Area Plan" and "Enlarged Activities Area Plan" contain the general description of the Commercial Unit, and the identifying numbers on said Plans correspond to the Plan Designation Numbers listed on Exhibit "E". Any reference in the plans to "Check In Area" or "Activities Area" shall refer to the respective portion of the Commercial Unit for all purposes.

1.10. "Commercial Unit Expenses" shall mean both separately metered expenses and the Commercial Unit's proportionate share of the Common Expenses as calculated on Exhibit "C" attached hereto. The Commercial Unit Expenses are the sole responsibility of the owner of the Commercial Unit in the Condominium.

1.11. "Common Elements" or "Common Areas" shall be used interchangeably to mean all portions of the Condominium other than the Units and the Limited Common Elements. Each Owner of a Unit shall own an undivided percentage interest in the Common Elements and in the Common Areas as set forth more particularly elsewhere herein and under Exhibit "C" to this Declaration and as set forth in each supplemental declaration filed for record pursuant to this Declaration.

1.12. "Common Expenses" means expenditures made by or financial liabilities of the COA, together with any allocations to reserves.

1.13. "Common Furnishings" means all furniture, fixtures, furnishings, appliances, carpeting, linens, dishes and utensils, and all other personal property, if any, from time to time owned, leased or held for use by the COA.

1.14. "Common Surplus" means the excess of all receipts of the COA over the amount of the Common Expenses.

1.15. "Condominium" means Escapes! to the Shores, a Condominium, and consists of the Condominium Property submitted to the Condominium form of ownership by this Declaration.

1.16. "Condominium Documents" or "Project Instruments" mean the Declaration, Bylaws, Articles of Incorporation, and all Rules and Regulations adopted by the COA Board, and any other Boards that may be established from time to time, and all exhibits attached to each as the same may be amended from time to time. Any Condominium Documents adopted by the COA Board shall govern all Units and all Unit Owners in the Development, regardless of the character of the Unit or the classification of the Unit Owner, unless the context of such documents specifically indicates otherwise, or unless specific exceptions are identified in this Declaration.

1.17. "Condominium Property" or "Project" means all property, both real, personal or mixed, which is submitted to the Condominium form of ownership as provided for herein and includes the Real Property and all improvements now existing or hereafter placed thereon and all easements, rights, interests or appurtenances thereto, and all personal property now or hereafter used in connection therewith.

1.18. "Declaration" means this Declaration of Condominium and any amendments, addenda, supplements or errata created with respect thereto which may be executed and / or recorded from time to time.

1.19. "Developer" means Escapes!, Inc., an Arkansas corporation doing business in Alabama as Escapes! to the Shores, a Condominium, its successors and assigns.

1.20. "Development" shall have the same meaning as "Condominium Property".

1.21. "Development Rights" shall have the same meaning as is defined in the Act and as set forth under this Declaration.

1.22. "Fractional Owner" means the owner of a Fractional Ownership Interest in any Unit.

1.23. "Fractional Ownership" or "Fractional Ownership Interest" means a freehold estate in a Unit featuring the right to use the Unit and the Condominium Property for a specified duration greater than Seven (7) days on a recurring basis.

1.24. "Interval Owner" means the owner of an Interval Ownership Interest in any Unit, and includes a Biennial Owner.

1.25. "Interval Ownership" or "Interval Ownership Interest" means a freehold estate in a Unit featuring the right to use the Unit and the Condominium Property for a specified duration of no more than Seven (7) days on a recurring basis, and includes Biennial Interval Ownership.

1.26. "Limited Common Element" shall have the same meaning as is defined in the Act and as set forth under the Declaration.

1.27. "Limited Common Expense" shall mean those expenses incurred by the COA for the benefit of less than all of the Unit Owners and attributable to less than all of the Unit Owners.

1.28. "Management Firm" means the Person, Persons or other entity with whom the COA has contracted to perform administrative functions, accounting, maintenance, repair and other duties of the COA and which has been assigned the authority and powers of the COA to carry out these duties. Unless the agreement to perform such services explicitly identifies the contracting party as the "Management Firm" (or "Managing Agent" or other similar designation), then the contracting party is not the Management Firm.

1.29. "Member" means a member of the COA, membership in which is confined to Unit Owners.

1.30. "Mortgagee" means any lender holding a mortgage or vendor's lien on any part or all of the Condominium Property.

1.31. "Occupant" or "Unit Occupant" means a person or persons in possession of a Unit, including but not limited to a Unit Owner, his or her family members, guests, tenants, invitees and any other persons authorized to have possession for any period of time under this Declaration or any subsequent Supplemental Declaration.

1.32. "Penthouse Units" shall refer to those specific Eight (8) Units, Four (4) Units designated on the Plans as being on the Seventeenth (17th) floor and Four (4) split level Units designated on the Plans as being on the Eighteenth (18th) and Nineteenth (19th) floors of the Condominium.

1.33. "Person" or "Persons" means a natural person, a corporation, a partnership, a limited partnership, the COA, or any other legal entity.

1.34. "Plans" mean the site plan, which is marked Exhibit "A" and attached hereto and expressly made a part hereof as though fully set out herein, and floor plans and elevations of the Condominium prepared by an independent registered engineer or registered architect, which are marked Exhibit "B" and attached hereto and expressly made a part hereof as though fully set out herein, and the Unit Layout set forth on Exhibit "D", attached hereto and also expressly made a part hereof as though fully set out herein.

1.35. "Prior Owner" means each and every Interval Owner at the former Shores Resort Condominium and Beach Club (a/k/a The Shores Condominium pursuant to a decree of the Circuit Court of Baldwin County, Alabama, dated 1/13/93 in Civil Action No. CV-84-500169) as that condominium existed prior to January 1, 2005 (which former condominium is now terminated pursuant to a Termination Agreement entered amongst the Prior Owners on November 5, 2005, and filed of record on November 28, 2005 as Instrument Number 937881 in the Office of the Judge of Probate of Baldwin County, Alabama) who have elected to convert their ownership interest from the condominium previously occupying the Real Property to an Interval Ownership interest in the Condominium under the terms of that certain Resort Purchase Agreement which was executed March 13, 2005, by the Shores Condominium Ownership Association, Inc., and which was executed March 17, 2005 by Escapes!, Inc.

1.36. "Real Property" means the land that is submitted to the Condominium form of ownership as provided for herein, which land is more particularly described under Section 3.01 below.

1.37. "Renter" means any person who occupies a Unit in the Development who is not seized of a fee simple ownership interest in the Development, but who instead has paid consideration to a Unit Owner and / or the Management Firm, or the COA in the absence of a Management Firm, in order to occupy a Unit for a definite non-perpetual term to the exclusion of the Owner of the Unit during such term.

1.38. "Special Declarant Rights" shall have the same meaning as is defined in the Act and as set forth under this Declaration.

1.39. "Unit" or "Private Element" or "Residential Unit" shall have the same meaning as "Unit" as defined in the Act. The Units are designated on the Plans. Unless otherwise specifically and affirmatively excluded hereunder, any reference to a "Unit" or the "Units" shall include the Commercial Unit. However, particular reference in this Declaration to "Residential Units" does not include the Commercial Unit. The Residential Units are more particularly identified in Exhibit "D" attached hereto and incorporated herein by this reference. The square footage of the Residential Units is described in detail in Exhibit "F" attached hereto and incorporated herein by this reference.

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

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

1.42. "Vacation Week Owner" shall mean the owner of an Interval Ownership Interest in any unit to which this Declaration applies.

1.43. "VOA" means Escapes! to the Shores Vacation Owners Association, Inc., an Alabama not for profit corporation, and its successors, a corporation organized under the Act and the laws of the State of Alabama for the purpose of administering the interests of the Shores Interval Owners.

1.44. "VOA Board" means the Board of Directors of the VOA.

1.45. "Whole Unit" shall refer to an individual Unit undivided by Interval Ownership Interests or Fractional Ownership Interests.

1.46. "Whole Owner" shall refer to the owner of a Whole Unit of the Condominium undivided in interest by Interval Ownership or Fractional Ownership.

1.47. "Whole Ownership" shall refer to the purchase from the Developer of a Whole Unit of the Condominium undivided in interest by Interval Ownership or Fractional Ownership.

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

II.

NAME

2.01. Condominium Name. The name by which this Condominium is to be known is Escapes! to the Shores, a Condominium. The Condominium is located at 24060 Perdido Beach Boulevard, Orange Beach, Alabama 36561.

III.

THE REAL PROPERTY

3.01 Real Property. The Real Property owned by the Developer which is herewith submitted to the Condominium form of ownership is the parcel of land lying and being in the City of Orange Beach, County of Baldwin, State of Alabama, along with the improvements situated thereon, and being more particularly described as follows:

ESCAPES! TO THE SHORES, A CONDOMINIUM

LEGAL DESCRIPTION

PARCEL A: COMMENCE AT THE NORTHEAST CORNER OF LOT 3, BLOCK "B" OF SUBDIVISION 2 OF FRACTIONAL SECTION 18, TOWNSHIP 9 SOUTH, RANGE 5 EAST AS RECORDED IN MAP BOOK 5, PAGE 133 OF THE BALDWIN COUNTY PROBATE RECORDS (SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY OF ALABAMA HIGHWAY NO. 182); RUN THENCE SOUTH 00°15'49" WEST ALONG THE EAST BOUNDARY LINE OF SAID LOT 3 BLOCK "B" OF SUBDIVISION 2 FOR 123.07 FEET TO THE POINT OF BEGINNING; RUN THENCE SOUTH 00°18'05" WEST ALONG THE EAST LINE OF SAID LOT 3, BLOCK "B" OF

SUBDIVISION 2 FOR 328.87 FEET; RUN THENCE NORTH 89°41'55" WEST FOR 45.42 FEET; RUN THENCE NORTH 00°18'05" EAST AND PARALLEL WITH THE EAST LINE OF SAID LOT 3, BLOCK "B" OF SUBDIVISION 2 FOR 328.87 FEET; RUN THENCE SOUTH 89°41'55" EAST FOR 45.42 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING A PORTION OF LOT 3, BLOCK "B" OF SUBDIVISION 2 OF FRACTIONAL SECTION 18, TOWNSHIP 9 SOUTH, RANGE 5 EAST AS RECORDED IN MAP BOOK 5 PAGE 133 OF THE BALDWIN COUNTY, ALABAMA, PROBATE RECORDS.

AND

PARCEL B: LOT 4, BLOCK "B" OF SUBDIVISION 2 OF FRACTIONAL SECTION 18, TOWNSHIP 9 SOUTH, RANGE 5 EAST AS RECORDED IN MAP BOOK 5, PAGE 133 OF THE BALDWIN COUNTY, ALABAMA, PROBATE RECORDS.

EXCEPT, HOWEVER, SUCH OF THE OIL, GAS AND OTHER MINERALS IN, ON AND UNDER SAID GROUND, WHICH ARE NOT OWNED BY THE DEVELOPER HAVING BEEN HERETOFORE CONVEYED BY OR LEASED TO OTHERS.

The Real Property is subject to the following:

- 1) Zoning, planning and other restrictions or regulations upon the use of the Real Property as may be imposed by the City of Orange Beach, County of Baldwin or State of Alabama, or any other governmental authorities having jurisdiction over the Real Property.
- 2) Development Rights and Special Declarant Rights granted Developer by the Condominium Documents and by the Act.
- 3) All ad valorem taxes and assessments.
- 4) Rights of eminent domain and other governmental rights of police power.
- 5) Easements or claims of easements and licenses not shown by the public records.
- 6) Encroachments, overlaps, boundary line disputes, and any other matter which would be disclosed by an accurate survey and inspection of the Real Property.

7) Terms and conditions of all permits and licenses of federal, state, and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the Real Property.

8) Rights of other parties, the United States of America or State of Alabama, in and to the bed, shore, littoral or riparian rights to the property described above lying adjacent to the Gulf of Mexico.

9) Rights, if any, of the public to use as a public beach or recreation area any part of the described property lying between the Gulf of Mexico and the natural line of vegetation, dunes, extreme high water line or other apparent boundary lines separating the publicly used area from the upland private area.

10) Subdivision regulations by the City of Orange Beach, Alabama, as recorded in Miscellaneous Book 71, Page 829, et seq., Miscellaneous Book 84, Page 768, et seq.; Miscellaneous Book 90, Page 92, et seq., Miscellaneous Book 92, Page 1288, et seq.; Miscellaneous Book 93, Page 132, et seq., Miscellaneous Book 96, Page 875, et seq.; and Miscellaneous Book 97, Page 639, and as Instrument Number 474555, and at Instrument 767415.

11) Adverse claim, if any, based upon the assertion that some portion of the land described herein is tidal or submerged land, or has been created by artificial means or has accreted to such portion so created.

12) Mineral reservations, rights of way of record, easements of record, including:

i. Reservation of all interest in and to all oil, gas and minerals and rights in connection therewith as contained in deed from Mary Belle Scott Franklin to Ralph E. McClain and Mary L. McClain, dated May 15, 1972, and recorded in Deed Book 432 page 457.

ii. Reservation of all interest in and to all oil, gas, and minerals and rights in connection therewith as contained in deed from John Watts Scott and Martha H. Scott, to Ralph E. McClain and Mary L. McClain, dated April 20, 1977, and recorded in Deed Book 515, page 205.

iii. Reservation of all oil, gas and minerals and rights in connection therewith, as contained in the deed from Ralph E. McClain and Mary L. McClain to The Shores, Ltd., dated October 5, 1981 and recorded in Real Property Book 100, page 1716.

13) Easements reserved by this instrument to the Developer.

14) Covenants and restrictions contained herein.

15) Easement for Placement, Construction, Maintenance, and use of Sand and Associated Sand Stabilization Structures, Vegetation, Vegetation Irrigation Systems, and Access Structures granted the City of Orange Beach, Alabama, and the State of Alabama, by and through the Commissioner of the Department of Conservation and Natural Resources, dated July 7, 2004, and recorded at Instrument 833988.

16) Any and all prior conveyances or reservations of mineral rights or minerals of any kind.

17) Any and all licenses and rights of way which SmartResort Co., LLC or other service provider may possess or obtain to install and maintain cabling, fiber optic cabling, antennae, and other equipment necessary to provide cable television, telephone, data transmission and other services to the Condominium.

18) See Exhibit "G".

IV.

PURPOSE

4.01. Submission of Land to Act. The Developer hereby submits the land described above together with all improvements, buildings, structures, and all other permanent fixtures thereon, now existing or to be constructed in the future, and all rights and privileges belonging or in any way pertaining thereto, to the Condominium form of ownership and use in the manner provided for by the Alabama Uniform Condominium Act of 1991, Code of Alabama (2004), Section 35-8A-101, et seq.; provided, however, that from time to time the Developer may commit any or all of the Units to Interval Ownership and occupancy in the manner provided for under Alabama law, or the Developer may commit any or all of the Units to Fractional Ownership and occupancy in the manner provided for under Alabama law. The rights of the Developer set forth in the previous sentence may be exercised unilaterally by the Developer by filing of record a Supplemental Declaration effecting such commitment. The Interval Ownership Interests may take the form of vacation weeks, split week vacations, alternate year interests or any other form elected by the Developer. Likewise, the Fractional Ownership Interests may take any lawful form elected by the Developer.

V.

DEVELOPMENT PLAN

5.01. Plans. The improvements will be substantially completed in accordance with the Plans. Completion of the improvements will be evidenced by a Certificate of Completion or a Certificate of Occupancy executed by an independent registered architect or registered engineer.

5.02. Amendment. The Development Plan may be amended by the Developer without the consent of any Unit Owner, Mortgagee, or other Person from time to time as may be required in order to complete the improvements as required by the Act.

5.03. Agreement. Each Person or entity who shall acquire any Unit, or interest in or lien upon any such Unit, shall be deemed, by accepting a conveyance of or otherwise acquiring such Unit or interest therein, to have agreed and consented, within the meaning of this Declaration and of the Act to be bound by the terms and provisions hereof and to have further agreed and consented that any amendment to this Declaration executed by the Developer alone in accordance with Alabama law and pursuant hereto shall be binding and effective as written

notwithstanding the fact that the undivided interest of the Unit Owners in the Common Elements may be changed thereby.

5.04. Easements.

5.04.1. Easements Benefiting Developer. Easements are reserved to the Developer throughout the Common Elements and Limited Common Elements as may be reasonably necessary for the purpose of discharging the Developer's obligations or exercising any Development Rights or Special Declarant Rights. The Developer reserves exclusive easement rights over and across the entire Condominium Property for the purpose of marketing, sales, resales and rental of Units or such other timeshare or related hospitality, realty, or consumer products developed or marketed by Developer, or its affiliates, from time to time. Such easement rights include, without limitation, the right to establish models, conduct property tours, conduct sales presentations, conduct closings, to erect, post, maintain and relocate signs, notices, advertisements and other promotional information on the Condominium Property. The rights of the Developer as provided for in this paragraph 5.04.1 shall cease and terminate Fifteen (15) years from the date of the recording of this Declaration in the office of the Judge of Probate of Baldwin County, Alabama unless otherwise specified hereinafter.

5.04.2. Commercial Unit Easements. Easements are reserved to the Developer or other owner of the Commercial Unit which include, without limitation, the right to operate, staff and maintain the Commercial Unit, to use the Commercial Unit for timeshare sales operations, whole ownership sales operations, fractional sales operations, retail sales operations, storage, housekeeping, check-in, maintenance, reservations, office space, and to use the Commercial Unit for any other lawful purpose, commercial or otherwise. The Developer or Owner of the Commercial Unit may erect, post, maintain and relocate signs, notices, advertisements and other promotional information on the Commercial Unit. The easements set forth under this subparagraph in favor of the Commercial Unit and its owner shall run with the land and shall exist for so long as the Condominium remains in existence, and such easements may not be terminated prior to termination of the Condominium without an affirmative vote in favor of such easement termination of One Hundred Percent (100%) of the Unit Owners, including the affirmative vote of the Commercial Unit Owner. However, in the event that the COA should become the fee simple owner of One Hundred Percent (100%) of the Commercial Unit as a result of the purchase of the Commercial Unit, then the easements set forth under this subparagraph in favor of the Commercial Unit may be terminated by an affirmative vote of the COA membership in favor of easement termination conducted in accordance with the procedures set forth under the Bylaws for the passage of routine matters coming before COA membership.

5.04.3. Sales Related Easements. The Developer may make such use of unsold Units and of the Common Areas and facilities as may facilitate completion and sale of Units, including, but not limited to, the showing of the Condominium Property and the display of signs. The Developer may maintain sales offices, management offices, leasing and operations offices, and models in any Unit of the Condominium or on Common

Elements in the Condominium without restriction as to the number, size, or location of said sales offices, management offices, leasing and operations offices, and models. The Developer shall be permitted to relocate said sales offices, management offices, leasing and operations offices, and models from One (1) Unit location to another or from One (1) area of the Common Elements to another area of the Common Elements in the Condominium. The Developer may maintain signs on the Common Elements advertising the Condominium. The rights of the Developer as provided for in this paragraph 5.04.3 shall cease and terminate Fifteen (15) years from the date of the recording of this Declaration in the office of the Judge of Probate of Baldwin County, Alabama unless otherwise specified hereinafter.

5.04.4. Additional Improvements Easements. The Developer shall enjoy and hereby retains for itself, its successors and assigns an easement and right of ingress and egress in and to those portions of the Common Elements, which are necessary and convenient for the construction of any additions and / or improvements to the Project (including Additional Phases, if any).

5.04.5. Conduits for Furnishing Utilities Easements. Developer shall enjoy and hereby retains for itself, its successors and assigns an easement over, under, above and through the Project, as may be required for conduits, ducts, plumbing, wiring and other facilities necessary for the furnishing of utility services to the Units and the Common Elements.

5.04.6. Pedestrian, Vehicular and Utilities Easements. Developer shall have and hereby retains for itself, its successors and assigns, the right, in perpetuity, for the benefit of the Project or any adjacent property or other property owned or operated by Developer or any successor, assign or affiliate thereof, including but not limited to the Additional Property, to utilize and to grant easements and licenses over, across and under the Common Elements for vehicular and pedestrian access to, as well as the non-exclusive right to use and enjoy on the same terms and conditions as apply to Owners of Units in the Condominium, the Common Elements (including the Condominium's recreational facilities), and for utilities, sanitary and storm sewers, security or other types of monitors, cable television lines, walkways, roadways and rights-of-way, and to relocate or to realign any existing easements, licenses, or rights-of-way over, across and under the Common Elements, including, without limitation, any existing utilities, sanitary lines, sewer lines and cable television lines, and to connect the same over, across and under the Common Elements, provided that such utilization, easements, relocations and connections of lines shall not materially and permanently impair or interfere with the use of any Unit.

5.04.7. Reservations Easements. Developer shall have and hereby retains for itself, its successors and assigns, including the Association and all Owners, such easements for ingress and egress in and to each Unit as may be necessary to enable the Association and the VOA to implement any reservation procedures which may be set forth in the then-current Rules and Regulations, pursuant to the provisions hereof.

5.04.8. Project Easements. Developer further reserves for itself, its successors and assigns, the right to establish such additional easements, licenses, reservations, exceptions and exclusions or to relocate same as Developer, in its sole discretion, deems necessary or appropriate and in the best interests of the Owners and the Association in order to serve the entire Project.

5.04.9. Rentals by Developer. Notwithstanding any provisions of this Declaration to the contrary, Developer shall have the right to rent any Unit of which it is deemed the Owner, as an accommodation on a transient basis to members of the general public or to make any other use thereof which is permitted by law. Any revenues generated or other monies received by Developer from any such rentals or other uses shall inure solely to the benefit of Developer. All guests, licensees, invitees and tenants of Developer shall be entitled to enjoy the same use rights and privileges, and shall be subject to the same use restrictions, as the guests, licensees, invitees and tenants of other Unit Owners hereunder.

5.04.10. Protection of Developer. Notwithstanding any provision of the Project Instruments to the contrary, for so long as Developer holds for sale in the ordinary course of its business One (1) or more Units and / or Interval Ownership Interests, none of the following actions may be taken by the COA Board, the Association, or any Owner other than Developer, without the prior written approval of Developer:

(a) Levying any Assessment against Developer for any capital improvements to the Project; or

(b) Taking any action which, would be detrimental to the sale by Developer of Units and / or Interval Ownership Interests; provided, however, that an increase in COA Assessments without discriminating against Developer shall not be deemed to be detrimental to the sale of Units or Interval Ownership Interests.

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

(a) Utilities and Drainage. Easements are reserved throughout the Condominium Property as may be required for Utility Services and drainage in order to adequately serve the Condominium; provided, however, such easements to a Unit shall be only in accordance with the Plans or as the improvements are constructed, unless approved in writing by the affected Unit Owner. Each Unit, including the Commercial Unit, shall have an easement as may be required to drain the Condominium Property adequately. Each Unit Owner, including the Commercial Unit Owner, shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit, including the Commercial Unit, shall be subject to an easement in favor of the Owners of all other Units to

use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in and / or attached to such Unit. The COA shall have an independent right of access to each Unit to inspect same, to remove violations from same, and to maintain, repair or replace the Common Elements or Common Furnishings, as may be applicable, contained therein or elsewhere on the Condominium Property; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of emergency, entries shall not be made without prior notice to the Unit Owner and / or Unit Occupant.

(b) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of any Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Building, a valid easement for the encroachment and for the maintenance of same shall exist so long as such Building stands. In the event any Building, any Unit, any adjoining Unit, or any adjoining Common Element shall be partially or totally destroyed as a result of fire, hurricane or other casualty or is taken as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such Building or Buildings shall stand.

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

(d) Access. Each Unit, including the Commercial Unit, shall have an easement for pedestrian traffic over, through, and across sidewalks, paths, walks, lobbies, elevators, stairways, walkways, lanes, and light passageways, as the same may from time to time exist in the Common Elements; and for ingress and egress over, through and across such portions of the Common Elements as may from time to time be constructed and intended for such purposes, but the same shall not give nor create in any Person the right to park on any portion of the Condominium Property not designated as a parking area nor shall it give nor create in any Person the right to use or occupy a Limited Common Element designated for the exclusive use of others. This easement shall be non-exclusive and shall include the right of ingress and egress to a public street or highway upon and over Common Elements providing such access and as shown on the Plans. In the event that any easement for ingress and egress shall become encumbered by any mortgage, leasehold or other lien, other than those on the entire Project, such mortgages, leaseholds or other liens shall hereby be subordinate to the use rights of any Owner whose Unit, and any Interval Owner

whose Interval Ownership Interest, is not also encumbered by such mortgage, leasehold or other lien.

(e) Penthouse Units. An exclusive easement shall be assigned to the COA and to the Management Firm, their agents and employees, to access the Penthouse Units for the purpose of reading the individual gas meters that have been installed in each Penthouse Unit. Meter reading will take place on a regular schedule to be published by the COA and transmitted to each Penthouse Unit Owner annually.

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

A. Horizontal Boundaries. (Planes) The upper and lower boundaries of a Unit extended to their planer intersections with the vertical boundaries of each Unit shall be:

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

(2) Lower Boundary. The horizontal plane of the unfinished upper interior surface of the floor.

B. Vertical Boundaries. (Planes) The vertical boundaries of each Unit shall be the vertical planes of the exterior surfaces of the exterior walls and entry doors bounding the Unit, to the center line of the Unit's demising walls and to the center line of walls facing Common Element corridors.

5.06. General Description of Improvements. The Condominium Property consists essentially of One (1) building, together with automobile parking areas, pools, lawn and landscaping, and other facilities as more particularly set forth in the Plans. The building contains Twenty (20) levels (stories) and a total of Eighty-Eight (88) Condominium Residential Units and One (1) Commercial Unit and is described on the Plans as being a ground floor that contains amenities and Nineteen (19) additional floors containing the Residential Units, the Commercial Unit and the parking structure.

5.07. Unit Floor Plans. There are Six (6) types of condominium Residential Units as shown on the Plans and generally described as follows, with square footage representing measurement from the center line of demising and corridor walls to the outside face of exterior walls.

<u>Unit Name/Number</u>	<u>Unit Type</u>	<u>Square Footage</u>
"A"	2 bedroom 2 bath	1683
"B"	2 bedroom 2 bath	1669*
"C"	3 bedroom 2 bath	2323
"C" (Unit 1704 only)	3 bedroom 2 bath	2235
"D"	1 bedroom 1 bath	595*
"E"	3 bedroom 3 ½ bath	3334
"F"	3 bedroom 3 ½ bath	2866

*Certain Units denominated as "B" Units and all Units denominated as "D" Units share a foyer with one another, which foyer contains Eighty Six (86) square feet of space. This particular foyer space is a Limited Common Element. The "B" Units sharing such Limited Common Element foyer space with "D" Units include the "B" Units numbered 103, 203, 303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203, 1303, 1403, 1503, and 1603. The respective "D" Units sharing this Limited Common Element foyer space are 102, 202, 302, 402, 502, 602, 702, 802, 902, 1002, 1102, 1202, 1302, 1402, 1502, and 1602. By way of example, Unit 102 and 103 share a foyer. Likewise, Unit 202 and 203 share a foyer, etc.

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

- A. The air space of the area of the Building lying within the Unit boundaries.
- B. The surfacing materials on the interior of the exterior walls and on interior walls separating one Unit from another Unit. This is not intended to include the sheetrock on any common-party walls falling between Units. Such sheetrock is a Common Element.
- C. The structural components and surfacing materials of all interior walls located within the boundaries of the Unit.
- D. The structural components and surfacing materials of the floors and ceilings of the Unit.
- E. All bathtubs, toilets and sinks, the range, refrigerator, dishwasher, hot water heater, air conditioning and heating units, lighting fixtures and all hardware and interior and exterior wall fixtures except those exterior lighting fixtures assigned to the common use of the Condominium, and the power meter and its appurtenances.
- F. All interior trim and finishing materials.

5.09. Surfaces. A Unit Owner shall not be deemed to own the structural components of the perimeter and / or load-bearing walls, nor the windows and doors bounding the Units. A Whole Owner, however, shall be deemed to own and shall have the exclusive right and duty to repair and maintain, paint, repaint, tile, wax, paper, or otherwise finish and decorate the surfacing materials on the interior of exterior walls and on interior walls separating a Unit from other Units, and the surfacing materials of the floors of his or her Unit; and all appurtenant installations, including all pipes, ducts, wires, cables, and conduits used in connection therewith, for services such as power, light, telephone, sewer, water, heat and air conditioning, whether located in the boundaries of the Unit or in Common Areas, which are for the exclusive use of the Unit; and all ceilings and partition walls. A Whole Owner shall have the exclusive right and duty to wash and keep clean the interior surfaces of windows and doors bounding his or her Unit.

5.10. Changes. The Developer reserves the right to change the interior design and arrangement of any or all Units owned by the Developer. The Developer further reserves the right to alter the boundaries between Units, which said change shall be reflected by an amendment to this Declaration, which may be executed by the Developer alone, notwithstanding the procedures for amendment described herein. If the boundaries of more than One (1) Unit are altered, the Developer shall appropriately reapportion the shares of the Common Elements which are allocated to the altered Units. Provided, however, the Special Declarant Right granted by this section must be exercised on or before Fifteen (15) years from the date of the recording of this Declaration in the office of the Judge of Probate of Baldwin County, Alabama. No assurance is made concerning whether or not any Unit will be or will not be changed by the Developer nor is any assurance made concerning the nature, character, or quality of said change. The exercise by the Developer of the Special Development Right to change a Unit does not obligate the Developer to exercise said right in any other Units in the Condominium.

5.11. Common Elements. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto its respective undivided share of the Common Elements and a right to use the Common Elements in conjunction with the other Unit Owners. The Common Elements of the Condominium are all portions of the Condominium other than the Units and other than the Limited Common Elements and will include the Common Areas and facilities located substantially as shown on the Plans. Such Common Areas and facilities will include the following:

A. All of the land described in the legal description in Section 3.01 Real Property.

B. All improvements and parts of the Real Property which are not a Unit or Limited Common Element.

C. All parking areas, driveways and other means of ingress and egress. However, in any parking area of the Common Elements, including the parking deck, and at any time the Developer may reserve up to and convert One (1) parking space per Unit as Limited Common Element(s) exclusively assigned to such Unit. The Developer may record a Supplemental Declaration in the office of the Judge of Probate of Baldwin County, Alabama

reflecting the conversion and allocation of such parking area. Nothing in this subparagraph shall require that Developer effect such reservation.

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

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

F. Recreation areas and facilities.

G. All foundations, slabs, columns, beams and supports of the Building and such component parts of exterior walls and walls separating Units, roofs, floors and ceilings as are not described above in Section 5.08.

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

I. Exterior steps, elevators, ramps, handrails, stairs and stairwells (less and excepting any ramps, handrails, stairs and stairwells located entirely within a Unit for service within that Unit only).

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

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

L. The patios, balconies, storage closets or area, and doorsteps or stoops affixed to each Unit, other than those designated as Limited Common Elements.

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

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

5.12. Limited Common Elements. The Limited Common Elements located on the Condominium Property and the Unit to which they are assigned are as follows:

A. The patio and balcony abutting each Unit, including the storage closet or storage area, if any, located on said balcony, are Limited Common Elements appurtenant to the Unit to which they attach, and their use is restricted to Unit to which they are appurtenant.

Foyers appurtenant to Two (2) units ("Shared Foyers"), and the washer and dryer contained in such Shared Foyers are Limited Common Elements. (The foyers which are not Shared Foyers are not Limited Common Elements, but instead are a component of the Unit to which they are appurtenant. Likewise, the washer and dryer contained in a foyer that is not a Shared Foyer are not Limited Common Elements under this Declaration.)

B. Doorsteps or stoops, if any, providing access to a foyer, Shared Foyer, patio and balcony of a Unit are assigned as a Limited Common Element to the Unit to which the foyer, Shared Foyer, patio or balcony are appurtenant.

C. The maintenance, repair, upkeep, and replacement of each Shared Foyer, plus any patio, balcony, and storage area abutting a Unit, and the doorsteps and stoops providing access thereto and to the Unit, shall be the exclusive responsibility of the Unit Owner to which such Shared Foyer, patio, balcony, storage area and the corresponding doorsteps and stoops shall be appurtenant, subject to the provisions of Paragraph 8.04.

D. The boundary lines of each Shared Foyer, patio, balcony and storage area attached to a Unit are the interior vertical surfaces thereof. The boundary line of the balcony extends to the lip of its outward facing concrete slab floor.

E. Any utility services which are provided specifically to some but not to all Units, shall be Limited Common Elements assigned to the Units which such services directly benefit.

F. Any washer and dryer units contained in a Shared Foyer shall be Limited Common Elements serving the Units to which that particular Shared Foyer provides access. Any washer and / or dryer shared as a Limited Common Element appurtenant to more than One (1) Unit shall be referred to herein as a "Shared Washer / Dryer". The COA Board shall set the policy in its Rules and Regulations concerning the repair, maintenance, or replacement of Shared Washer / Dryer(s) and Shared Foyer(s). The COA Board shall also enforce a policy to be set forth in its Rules and Regulations ratably allocating the charges for electricity and water attributable to Shared Washer / Dryer(s) and Shared Foyer(s). In the event of a dispute amongst Unit owners concerning the repair, maintenance or replacement of the Shared Washer / Dryer(s) and Shared Foyer(s), or concerning the allocation of charges for electricity attributable to the Shared Washer / Dryer(s) and Shared Foyer(s), the COA Board may resolve the dispute, and such resolution shall bind the disputing parties.

5.13. Development Rights and Special Declarant Rights.

A. Additional Phases. The Developer hereby reserves the right (but not the obligation), in its sole and absolute discretion, in any order and at any time within Fifteen (15) years following the date of recording of the Declaration, to submit all or any portion of the Condominium to either Interval Ownership or Fractional Ownership. The Developer further reserves the right to remove Units designated herein as either Interval Units or Fractional Units (but only with the consent of all the Owners of Interval Ownership Interests in the Unit to be converted) from the Interval Ownership regime or from the Fractional Ownership regime.

B. Special Developer Rights. The Developer reserves the right to place any advertising or directional signs on the Development; the right to maintain One (1) or more model Units; the right to commit the Units to a larger Condominium; the right to add 111 additional Units to the Condominium to total 200 Units (However, the Developer is not obligated to add additional Units, and any addition will be in accordance with applicable law and permits.); the right to add amenities to the Condominium; and the right to construct and maintain sales offices, management offices, leasing and operations offices on or in the Development. The aforesaid rights of the Developer shall expire Fifteen (15) years from the recording of this Declaration.

C. Transfer Rights. At any time the Developer may unilaterally transfer all rights, privileges, benefits and obligations accruing to Developer under this Declaration to its parent company, Cooper Communities, Inc., or to any wholly owned subsidiary thereof, or to any third party. This transfer shall be accomplished when the Developer records an Assignment of these rights in the Office of the Judge of Probate of Baldwin County, Alabama.

5.14. Commercial Unit. The Developer may unilaterally convert the Commercial Unit to a Residential Unit or commit the Commercial Unit to any other lawful purpose at any time in accordance with the law and applicable permits. Developer further retains the right at any time to designate a portion or portions of the Commercial Unit as Common Property and to transfer ownership of same to the COA as provided for under this Declaration. The COA enjoys a right of first refusal to purchase the Commercial Unit from the Developer under which, prior to the conveyance of the Commercial Unit to a third party, the Developer shall first notify the Association in writing of the contemplated conveyance, and the notice shall identify:

- (i) The particular interest to be conveyed;
- (ii) The name of the putative grantee;
- (iii) The contemplated terms and conditions of the conveyance, including, but not limited to the purchase price.

The Association may within Fifteen (15) days after receipt of such notice, by the delivery of written notice to Developer at the Developer's corporate address, elect to purchase the interest to be conveyed on the same terms as those set forth in the notice. If Association has not elected to purchase the interest to be conveyed within such Fifteen (15) days, then the right of first refusal shall cease to exist, and the Developer shall be entitled to convey the interest upon the terms and conditions set forth in the notice.

VI.

COMMON ELEMENTS

6.01. Ownership. A schedule setting forth the percentage of undivided interest of each Unit (Unit Type) in the Common Elements is attached hereto, marked Exhibit "C" and by reference made a part hereof. The percentage of undivided interest of each Unit in the Common

Elements is determined by dividing the total number of square feet of each Unit by the total number of square feet of all Units.

6.02. Interest Undivided. The ownership interest in the Common Elements shall be an undivided interest, and except as provided in the Act and this Declaration shall remain undivided. No Unit Owner shall bring any action for partition or division of the Common Elements. The ownership interest in the Common Elements shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the Unit, and any agreement to the contrary shall be void. Each Unit Owner, and the holder of any mortgage or lien on or other interest in any Unit, shall be deemed by the acceptance of a conveyance of, title to, or mortgage or lien on such Unit, to have agreed and consented, within the meaning of this Declaration and the Act, to any change or changes in the Unit's interest in the Common Elements and Common Surplus and each Unit's share of the Common Expenses as may result from the addition, if any, of further Units and phases, and to have so agreed and consented to any amendment or amendments to this Declaration putting same into effect.

6.03. Use. Each Unit Owner shall have the right to use the Common Elements (except any portion thereof designated as a Limited Common Element and restricted to the exclusive use of, and, as an appurtenance to, a particular Unit, and subject to any portion subject to leases made by or assigned to the COA Board, and except for any exclusive and semi-exclusive parking spaces and areas which may be so designated) in conjunction with the Owners of other Units as may be required for the purposes of access, ingress, and egress to, and use, occupancy, and enjoyment of the Condominium Property. The right to use the Common Elements shall be subject to and governed by the provisions of the Act, the Condominium Documents, and the Rules and Regulations of the COA. In addition, the COA Board shall have the authority to lease, grant concessions, or grant easements with respect to parts of the Common Elements subject to the provisions of the Declaration and Bylaws.

6.04. Share of Common Expenses and Limited Common Expenses. Each Unit, including Units owned by the Developer, shall be assessed and individually liable for a proportionate share of the Common Expenses, and the Unit's proportionate share of the Common Expenses shall be in the same ratio as the Unit's fractional share of the Common Elements, as such fractional share is set forth more particularly under Exhibit "C". Each Unit Owner shall be assessed and / or individually liable for the Limited Common Expenses, if any, in connection with the Shared Foyer, patio, balcony, storage area and the doorsteps or stoops, and Shared Washer / Dryer units, appurtenant to and / or serving his or her Unit, as set forth under Paragraph 5.12 above. Each Unit shall be individually responsible for all taxes assessed against that Unit and its appurtenant Limited Common Elements. Also, and to the extent permitted by applicable law and the Baldwin County Revenue Commissioner, the COA may act as agent to collect such taxes as a Limited Common Expense component of COA Assessments, and at any time the COA may discontinue such collection at its sole discretion. (Nothing in the previous sentence shall create liability in the COA for any taxes which are not paid by a Unit Owner.) All taxes assessed and billed to the COA for Units held under Fractional or Interval Ownership may be treated as Limited Common Expenses to be allocated amongst all Units which are so assessed, or against the properties so assessed within such Units. Payment of Common Expenses and Limited Common Expenses shall be in such amounts and at such times as determined in the Bylaws.

COA Assessments shall be collected by the COA on a monthly or annual basis as determined by the COA Board. No Unit Owner shall be exempt from payment of his or her proportionate share of the Common Expenses or Limited Common Expenses by waiver or non-use or non-enjoyment of the Common Elements or Limited Common Elements, or by abandonment of his or her Unit. Common Expenses and Limited Common Expenses shall include, but shall not necessarily be limited to, expenditures made or liabilities incurred by the COA, together with payments or obligations to reserve accounts.

In the event that the COA Assessments collected by the COA Board from Unit Owners are at any time inadequate to meet the costs and expenses incurred by or imposed upon the COA for any reason, including but not limited to the non payment by any Unit Owner of any COA Assessment, the COA Board shall immediately determine the approximate amount of such inadequacy, prepare a supplemental budget and levy a COA Special Assessment upon each Unit Owner in such amount as the COA Board determines to be necessary in order to pay the COA's costs and expenses. Such COA Special Assessment shall be allocated among the Unit Owners, based upon each Owner's proportionate share of the COA Common Expenses.

Any COA Special Assessment shall be due and payable within Thirty (30) days after the date upon which a written notice of such COA Special Assessment is mailed to a Unit Owner, unless the COA Board determines that installment payments shall be permitted and provides each Unit Owner with an approved payment schedule, in which case each Unit Owner's payments must be made no later than is specified in such payment schedule. In the event that the COA Board authorizes the payment of any COA Special Assessment in installments, no notice of the due date of each individual installment payments shall be required to be given, other than the aforesaid COA Special Assessment Notice. COA Special Assessments shall be used only for the specific purposes set forth in the aforescribed written notice or shall be returned to the applicable Unit Owners; provided, however, that upon completion of such specific purpose or purposes, any excess funds shall be considered COA Common Surplus and may, in the COA Board's sole discretion, either be returned to the applicable Unit Owners or applied as a credit towards future COA Assessments owed.

6.05. Commercial Unit Expenses. Commercial Unit Expenses shall include the Commercial Unit's share of the Common Expenses based on square footage, as set forth more particularly in Exhibit "C", subject to the following:

- A. The Commercial Unit does not bear expenses nor charges for Property Management Fees.
- B. The Commercial Unit does not bear expenses nor charges which solely benefit the Residential Units to the exclusion of the Commercial Unit.

The Commercial Unit Expense shall include all expenses for those utility charges separately metered for just the Commercial Unit.

6.06. Late Payment of COA Assessments. COA Assessments for Common Expenses and Limited Common Expenses, and installments thereon, paid on or before Fifteen (15) days

after the date when due shall bear no interest, but all sums not paid on or before Fifteen (15) days after the date when due shall bear such late charges, penalties, interest and other costs and expenses, at a rate set by the COA Board, but not to exceed the maximum legal rate, together with all expenses, including attorney's fees incurred by the COA in any undertaking to collect such unpaid COA Assessments and expenses. Any payment upon account by a Unit Owner shall be first applied to such late charges, penalties, interests and other costs and expenses, including attorney's fees, and then to the COA Assessment payment due from such Unit Owner. The COA Board may, in the manner provided for in the Bylaws, after notice and an opportunity to be heard, levy reasonable fines as determined by the Board for violations of the Declaration, Bylaws, and Rules and Regulations of the COA.

6.07. Liens for Assessments. In order to secure the payment of the COA Assessments hereby levied, an assessment lien is hereby reserved in each deed, and in each contract for deed, from the Developer to the Unit Owner of each Unit in the Development in favor of the COA. The COA Board is hereby granted a continuing lien upon each Unit and its appurtenant undivided interest in the Common Elements and upon the goods, furniture and effects belonging to the Unit Owner and located in such Unit, which lien shall secure and does secure the moneys due for all Assessments now or hereafter levied or subject to being levied against the Unit Owner, which lien shall also secure such late charges, penalties, interest, attorneys' fees, trustee's fees and costs as necessary for collection. The lien granted herein may be foreclosed upon by non-judicial foreclosure pursuant to the provisions of Section 35-8A-316(a)(4) of the Alabama Condominium Ownership Act and Section 35-10-3 of the Alabama Mortgage law (or any successor statutes). Each Unit Owner grants a power of sale to the COA Board to sell such property upon default in payment of any amount owed. Alternatively, the COA Board may judicially foreclose the lien or maintain an action at law to collect the amount owed.

6.08. Assessments as Personal Obligations. The COA Assessments, together with late charges, penalties, interest, attorneys' fees, trustee's fees and costs, shall also be the personal obligation of the Unit Owner of the Unit at the time the assessment became due. This personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them. No Unit Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by reason of non-use or abandonment.

6.09. Written Notice for Unpaid Assessment. The COA Board or its agent or designee shall be required to give a written notice of the COA Assessment to any Unit Owner who has not paid a COA Assessment that is due under this Declaration. Such notice must be mailed postage prepaid, registered or certified mail, return receipt requested, addressed to such Unit Owner at the last known address of such Unit Owner according to the records of the COA or by hand delivery. The VOA and the FOA shall be charged with collecting all COA Assessments levied against Interval Owners and Fractional Owners, and the COA shall and hereby does assign to the VOA and the FOA respectively, all of the COA rights of collection for same, including the lien rights provided hereunder. The COA Board may revoke the assignment set forth in the preceding sentence at any time.

6.10. Appointment of Trustee. The President of the COA or his or her designee is hereby appointed Trustee to exercise the COA's power of sale. The Trustee shall not incur any

personal liability hereunder except for his or her own willful misconduct. The President of the COA has the power to appoint a substitute trustee for any reason.

6.11. Further Perfection of Lien not Required. Although no further action is required to create or perfect the lien, the COA Board may, as further evidence, give notice of the lien, by executing and recording a document setting forth the amount of the delinquent sums due the COA at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the COA Board to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien against the responsible Unit. The COA Board shall also have the right but not the obligation to notify a delinquent Unit Owner's lender, in writing, of such Unit Owner's delinquency and default.

6.12. Non-Judicial Foreclosure. In the event the COA Board has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 35-8A-316(a)(4), (or any successor statute) and to exercise the power of sale hereby granted, the COA Board shall mail to the defaulting Unit Owner a copy of the Notice of Trustee's Sale no less than twenty-one (21) days prior to the date of the proposed foreclosure sale, postage prepaid, registered or certified mail, return receipt requested, addressed to such Unit Owner at the last known address of such Unit Owner according to the records of the COA Board or by hand delivery. At any foreclosure proceeding, any person or entity, including but not limited to the Developer, COA Board or any Unit Owner, shall have the right to bid for such Unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The COA Board may bid, up to the total amount owed to it, including all costs and attorneys fees, at any such foreclosure proceeding. During the period a Unit is owned by the COA following foreclosure (1) no right to vote shall be exercised on its behalf; and (2) no Assessment shall be levied on it. Out of the proceeds of such sale, there shall be paid all expenses incurred by the COA in connection with such default, including, but not limited to, the payment of prior liens, taxes, recording, publication and notification fees, attorneys' fees and trustee's fees; second, from such proceeds there shall be paid to the COA an amount equal to the amount of Assessments in default inclusive of interest, late charges, penalties and attorney's fees; and third, the remaining balance, if any, shall be paid to such Unit Owner. Following any such foreclosure, each occupant of any Unit foreclosed on shall be deemed to be a tenant-at-sufferance and may be removed from possession by any lawful means.

6.13. Priority of Lien. The COA shall have a lien for nonpayment of Common Expenses and Limited Common Expenses as is provided by the Act. The lien for assessments, including interest, late charges, penalties, costs, trustee's fees and attorneys' fees, provided for herein shall be subordinate to the first lien for purchase money on any Unit. In any suit for the foreclosure of a lien for Assessments, the COA shall be entitled to rental from the Unit Owner from the date on which the payment of any Assessment or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said Unit, without notice to the Unit Owner. The rental required to be paid shall be equal to the rental charged on comparable types of dwelling Units in the area in which the Condominium is located. The lien granted to the COA shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the COA in order to preserve and protect its lien, and the COA shall further be entitled to interest at a rate set by the Board of the COA but in no case shall

the interest charged exceed the maximum legal rate for an advance made for that purpose under Alabama law. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the COA. A lien for Common Expenses or Limited Common Expenses shall not be affected by any sale or transfer of a Unit, except as herein provided. A sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer; provided, however, a sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall not extinguish the lien of the COA to the extent of the COA Assessments based on the periodic budget adopted by the COA pursuant to the Act which would have become due in the absence of acceleration during the Six (6) months immediately preceding the institution of an action to enforce the lien. However, at the sole option of the COA, any such delinquent Assessments which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the Units as a Common Expense. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments made thereafter.

6.14. Disposition of Surplus. Each Unit shall carry with it a proportionate share of Common Surplus or Limited Common Surplus, as the case may be, and the proportionate share of Common Surplus shall be the same ratio as the Unit's fractional share of the Common Elements, as set forth more particularly under Exhibit "C"; or in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair, and replacement of the Common Elements or the Limited Common Elements, as the case may be, at the sole discretion of the COA Board.

VII.

THE COA

7.01. Powers and Duties. The operation and administration of the Condominium shall be by the COA Board, pursuant to the provisions of the Act. The COA shall be a not for profit Alabama corporation incorporated by Articles of Incorporation filed in the office of the Secretary of State of Alabama. The COA shall be an entity which shall have the capability of bringing suit and being sued with respect to the exercise or non-exercise of its powers. The COA Board shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of Unit Owners of the Condominium with reference to the Common Elements or the Limited Common Elements, the roof and structural components of a Building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a Building as distinguished from mechanical elements serving only a Unit; and with reference to any and all other matters in which all the Unit Owners have a common interest. The COA Board shall have all the powers and duties set forth in the Act, as well as all the powers and duties granted to or imposed on it under the Bylaws and other Condominium Documents as they may be amended from time to time. The COA Board shall have the right to enter into agreements and / or otherwise acquire, on behalf of all Unit Owners leasehold, membership, and other possessory and use interests in lands or facilities for the enjoyment, recreation and benefit of the Unit Owners, whether or not such facilities are contiguous to the Development. Any rental fees,

membership costs or other expenses in connection therewith shall be deemed Common Expenses unless such acquired benefits are exclusive to Interval Owners or to Fractional Owners; then such costs or expenses shall be Limited Common Expenses. The COA Board is specifically authorized to enter into agreements by which its powers and duties, or some of them, may be exercised or performed by some other Person, Persons or entity. This Person, Persons or entity may be referred to as the Management Firm. The COA Board or its designee shall have a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Development and further, shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development. The COA Board shall have the authority and duty to levy and enforce the collection of general and specific Assessments for Common Expenses and Limited Common Expenses, and the Board is further authorized to provide adequate remedies for failure to pay COA Assessments.

7.02. Name. The name of the COA shall be Escapes! to the Shores Condominium Owners Association, Inc.

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

7.04. Voting Rights. Each Unit shall be entitled to One (1) vote in COA matters, which vote is not divisible, except for those Units committed to Interval Ownership which shall be determined by the Supplemental Declaration establishing Interval Ownership, and except for any Units committed to Fractional Ownership which shall be determined by the Supplemental Declaration establishing Fractional Ownership. The numerical value of this COA vote shall be the percentage of undivided interest in the Common Elements assigned to the voting Unit, as set forth more particularly under Exhibit "C", and such resulting percentage shall be referred to as the "Unit Vote". The percentage of undivided interest of each Unit in the Common Elements is determined by dividing the total number of square feet of each Unit by the total number of square feet of all Units.

The vote for a Unit shall be cast by the Owner thereof in the manner provided for herein and in the Bylaws. However, should the COA be a Unit Owner, it shall not have the voting right for the Unit. The Developer shall retain the right to vote each Unit interest to which the Developer holds record title until the Developer has delivered a general warranty deed to a Unit Owner for a particular Unit interest, at which point in time all voting rights corresponding to that particular Unit interest shall vest with the respective Unit Owner.

7.05. Designation of Voting Representative. In the event that a Unit is owned by One (1) Person, his or her right to vote in COA matters shall be established by the record title to his or her Unit. If a Unit, other than a Unit committed to Interval Ownership or Fractional Ownership, is owned by more than One (1) Person, the Person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed

with the Secretary of the COA. If a Unit is owned by a corporation, partnership or limited partnership, or limited liability company, the officer, employee or individual entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation (in the case of a corporation), or by the general partner or partners if more than one (in the case of a partnership or limited partnership), or by the general manager (in the case of a limited liability company) which certificate shall be filed with the Secretary of the COA. If such a certificate is not on file with the Secretary of the COA for a Unit owned by more than (1) Person or by a corporation, partnership, limited partnership, or limited liability company, the vote of the Unit concerned may be cast in accordance with the Act. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit is effected and notice of same is provided to the COA. A certificate designating the Person entitled to cast the vote of a Unit may be revoked by any Owner thereof.

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

7.07. Board of Directors. The affairs of the COA shall be conducted by a Board of Directors which shall consist of Five (5) Directors elected and / or appointed in accordance with the COA Bylaws and this Declaration until such time as the COA Bylaws shall be amended to increase or to decrease such number.

- A. One member of the COA Board shall be the duly elected President of the VOA Board, or any other director or officer of the VOA Board appointed by the VOA Board to represent the VOA on the COA Board, provided that such appointee is a member of the VOA; and
- B. One member of the COA Board shall be appointed by the Owner of the Commercial Unit; and
- C. The remaining Directors shall be elected by all Unit Owners according to the Voting Rights set forth under Section 7.04, taking into account any voting restrictions set forth under any supplemental declarations subsequently filed.
- D. Nothing in this Declaration shall be construed as prohibiting the COA Board from establishing in the COA Bylaws additional director position(s) for representation solely of Fractional Owners.

7.08. Indemnification. Every Director and officer of the COA shall be indemnified by the COA against all expenses and liabilities, or any settlement thereof, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the COA, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance or illegal conduct in the

performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the COA. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. The COA Board is expressly authorized to obtain liability insurance which would cover all or a majority of the indemnification expense provided for under this Section 7.08.

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

7.10. Bylaws. The COA and its Members shall be governed by the Articles of Incorporation, this Declaration, any amendments, supplements or addendums thereto which are applicable to COA members and the COA Bylaws.

7.11. Proviso. Subject to the provisions herein, until the earliest of:

- (i) Sixty (60) days after conveyance of Seventy Five Percent (75%) of the Units which may be created to Unit Owners other than the Developer;
- (ii) Two (2) years after the Developer has ceased to offer any Units (including Interval Ownership Units or Fractional Ownership Units) for sale in the ordinary course of business; or
- (iii) Two (2) years after any development right to add new units was last exercised;

the COA Bylaws and rules adopted by the Developer shall govern the affairs of the Development, and the Developer shall have the exclusive right to appoint, remove, and designate the COA officers and members of the COA Board of Directors, and neither the Unit Owners nor the COA nor the use of the Condominium Property by Unit Occupants shall interfere with the completion of the contemplated improvements and the sale of the Units. The Developer may voluntarily surrender the right to appoint and to remove officers and members of the COA Board; but, in that event, the Developer may require, for the duration of the period of Developer control, that specified actions of the Association or Board, as described in a recorded instrument executed by the Developer, be approved by the Developer before such actions become effective. Provided, however:

- A. Not later than Ninety (90) days after conveyance of Twenty Five Percent (25%) of the Units which may be created to Unit Owners other than the Developer, at least One (1) member and not less than Twenty Five Percent (25%) of the members of the Board must be elected by Unit Owners other than the Developer; and
- B. Not later than Ninety (90) days after conveyance of Fifty Percent (50%) of the Units which may be created to Unit Owners other than the Developer, at least

Thirty Three and 1/3 Percent (33 1/3%) of the members of the Board must be elected by Unit Owners other than the Developer.

Except as provided for in the Act, not later than the termination of any period of Developer control, the Unit Owners shall elect a Board of at least Three (3) members who need not be Unit Owners. Such Board shall contain the Three (3) members elected as set forth in the previous sentence, plus the director appointed by the VOA, plus the director appointed by the Commercial Unit Owner, as such appointments are more particularly described under 7.07(A) and 7.07(B) respectively, to comprise a Board of Five (5) members. The Board shall elect its officers, who need not be Unit Owners, before the 31st day after the date Developer control terminates. The persons elected shall take office on election. If the Commercial Unit Owner is the COA, then the election referred to in this paragraph shall be an election by the Unit Owners of Four (4) rather than Three (3) Unit Owners, such that Four (4) of the Board members are elected by the Unit Owners and One (1) of the directors is appointed by the VOA, as such appointment is more particularly described under paragraph 7.07(A), to comprise a Board of Five (5) members. The number of Directors elected under this paragraph may be ratably increased in the event that the Board has added an additional director position under 7.07(D) or under the Bylaws.

7.12. Contracts. If entered into before the COA Board elected by the Unit Owners pursuant to the Act takes office:

- (i) any management contract, employment contract, or lease of recreational or parking areas or facilities and any other contract or lease between the COA and the Developer or an affiliate of the Developer; and
- (ii) any other contract or lease between the association and the Developer or an affiliate of the Developer, or
- (iii) any contract or lease that is not bona fide or that was unconscionable in relation to the rights and interests of the Unit Owners at the time entered into under the circumstances then prevailing

may be terminated without penalty by the COA Board at any time after the COA Board elected by the Unit Owners pursuant to §35-8A-303(f) of the Act takes office, upon not less than Ninety (90) days' written notice to the other party by the COA Board, provided that such notice is made prior to the first anniversary of the date the COA Board elected by the Unit Owners pursuant to the Act takes office. This section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real estate subject to that lease was included in the Condominium for the purpose of avoiding the right of the COA to terminate a lease under this section.

7.13. Availability of Records. The COA shall keep financial records sufficiently detailed to enable the COA to comply with the Act. The COA shall make reasonably available in the county where the Condominium is located for examination by Unit Owners, prospective purchasers, first mortgagees and insurers of first mortgagees of any Unit, or their authorized agents, current copies of the Declaration, Bylaws, Rules and Regulations and other books,

records, financial statements and the most recent annual financial statement of the COA. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances.

7.14. Reserves for Replacements. The COA shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Elements, Limited Common Elements, and Common Furnishings. The fund shall be maintained out of regular Assessments for Common Expenses and Limited Common Expenses. However, nothing in this paragraph shall obligate the COA to retain such a reserve fund for Limited Common Expenses for Shared Foyers and for Shared Washer / Dryers.

VIII.

MAINTENANCE

8.01. Maintenance by the COA. The COA is responsible for maintenance, repair, and replacement of the Common Elements and the Common Furnishings. However:

- (i) Any Unit Owner shall be responsible for funding the cost of repair of and funding the cost of replacement of any Common Elements or Common Furnishings or Limited Common Elements damaged as a result of that Unit Owner's negligence or willful conduct, or damaged as a result of the negligence or willful conduct of such Unit Owner's guests, tenants, rental occupants, and invitees.
- (ii) Any Unit Owner is subject to having the cost of repair or replacement of any Common Elements or Common Furnishings or Limited Common Elements damaged as a result of that Unit Owner's negligence or willful conduct, or damaged as a result of the negligence or willful conduct of such Unit Owner's guests, tenants, and invitees, or damaged as a result of such Unit Owner's rental guests who are present as a result of such Unit Owner's affirmative election, assessed as a Special Assessment.

8.02. Maintenance by Whole Owner. Each Whole Owner is responsible for the maintenance, repair, and replacement of his or her Unit, less and excepting the replacement of any items which are Common Elements within or serving the Unit. Each Whole Owner is responsible for the maintenance, repair, and replacement of the Limited Common Elements, if any, attached to and / or exclusively serving his or her Unit as provided in Paragraph 5.12 above, but subject to the provisions of Paragraph 8.04.

8.03. Addition, Alteration and Improvement of the Common Elements. Except as may be required by the Act, and except as to the Development Rights and Special Declarant Rights provided for in this Declaration, after the completion of the improvements included in the Common Elements or Limited Common Elements which are contemplated by this Declaration, there shall be no addition, alteration, change, or further improvement of Common Elements or Limited Common Elements without prior approval of the COA Board. A Unit Owner shall not paint a Shared Foyer nor repair or replace a Shared Washer / Dryer without the consent of all

Unit Owners for whose Units the Shared Washer / Dryer and Shared Foyers are appurtenant. (The VOA may provide this consent on behalf of all of its timeshare owners.) Notwithstanding any provision of this Paragraph, the prior approval of the COA Board for a Unit Owner to paint a Shared Foyer or replace a Shared Washer / Dryer is not required when all affected Unit Owners have consented to same.

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

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

B. To pay for all the Unit Owner's utilities, including electricity, gas, internet, cable television and telephone service used within the Unit and all taxes levied against the Unit Owner's Unit and its appurtenant Limited Common Elements.

C. To use licensed plumbers, HVAC contractors, or electricians authorized to do such work by the COA Board or its agent for any repairs to any plumbing, heating, ventilation or air conditioning systems located outside a Unit Owner's Unit but required to be maintained by the Unit Owner pursuant to the provisions hereof.

D. Not to make any addition or alteration or to do any act to a Unit or the Common Elements or to the Limited Common Elements that would impair the structural soundness or safety of any part or the whole of the Condominium Property. Structural alterations within a Unit by a Unit Owner may be made only with the prior written consent of the COA Board.

E. To make no alterations, additions, improvements, repairs, replacements, or changes to the Common Elements or to the Limited Common Elements (excepting alterations, additions, improvements, repairs, replacements and changes to Limited Common Elements which are specifically authorized or designated under Paragraph 5.12 and 8.02) or to any outside or exterior portion of the Building, specifically including, but not limited to screening or enclosing balconies, modifying balcony railings and / or balusters, modifying patio railings and / or balusters, installing garage or other exterior doors or affixing outside shutters to windows, without the prior written consent of the COA Board. If consent is granted, the Unit Owner shall use only a licensed contractor who shall comply with the Rules and Regulations with respect to the work which may be adopted by the COA Board. The Unit Owner shall be liable for all damages to another Unit and to the Common Elements or Limited Common Elements caused by any contractor employed by such Unit or by the subcontractor or employees of such contractor, whether said damages are caused intentionally, by negligence, accident, or otherwise.

F. To allow the COA Board, the Management Firm, and their delegates, agents, or employees, at all reasonable times, to enter into any Unit or Limited Common Element for the purpose of maintaining, inspecting, repairing, and / or replacing Common Elements and / or Limited Common Elements and / or for repairing, maintaining and / or replacing any plumbing, heating, ventilation and / or air conditioning system located within such Unit but serving other parts of the Condominium Property; and / or to determine, in case of emergency,

the circumstances threatening Units and / or Common Elements and / or Limited Common Elements and to correct same; and / or, to determine compliance with the provisions of the Condominium Documents. Nothing in this subparagraph shall require that the COA Board or the Management Firm fund the repair of any Limited Common Element which is solely appurtenant to and serves only One (1) Unit or Two (2) Units to the exclusion of all other Units.

G. To promptly report to the COA Board any defects or needed repairs for which the COA is responsible.

H. To reimburse the COA for any repairs or replacements which are made necessary because of abuse or negligent use of the Condominium Property, the cost of which may be assessed against an abusing or negligent Unit Owner.

I. To comply with all of the obligations of a Unit Owner under the Act.

J. To forbear from changing any locks on the Unit Owner's Unit or anywhere in the Condominium Property without the prior consent of the Management Firm. In the event that a Unit Owner requests a change of locks, the Unit Owner must use the lock system and / or method prescribed by the Board of Directors and the Management Firm.

K. In the event that a Unit Owner negligently maintains any Limited Common Element appurtenant to his Unit such that it is a threat to the physical safety of any person in the Condominium, the COA Board or its representative may enter the Unit and repair the Limited Common Element and charge the cost of such repair to such Unit Owner.

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

8.06. Exterior Surface. Notwithstanding any provision in this Declaration to the contrary, the COA Board shall determine the exterior color scheme of the Condominium Property and shall be responsible for the maintenance thereof, except as may be otherwise provided for herein, and no Unit Owner shall paint any exterior surface of the Building, including railings and balusters and doors, or add or replace or modify anything thereon or affix anything thereto without the written consent of the COA Board.

IX.

INSURANCE

9.01. Purchase of Insurance. Commencing not later than the time of the first conveyance of a Unit to a person other than the Developer, the COA shall maintain insurance upon the Condominium Property to the extent reasonably available as provided for in the Act

and as follows. Prepayment of insurance advanced by the Developer shall be reimbursed on a pro rata basis by each Unit Owner upon the first purchase of a Unit.

9.02. Location of Policies. The COA shall retain the original of all insurance policies in a place of safekeeping such as a safe or a safety deposit box.

9.03. Copies to Mortgagees. One (1) copy of each insurance policy and of all endorsements thereto shall be furnished by the COA to any first Mortgagee requesting a copy.

9.04. Authorization to do Business. All policies of insurance must be issued by companies specifically authorized by the laws of the State of Alabama to transact such business within that State.

9.05. Coverage. The COA is required to maintain the following insurance coverage:

A. Property and Casualty. The COA must obtain, maintain, and pay the premiums upon, as a Common Expense, the property insurance required by the Act for condominium structures with horizontal boundaries, and, by way of addition, as follows. The type of policy shall be a "master" or "blanket" type policy of property insurance covering all of the Common Elements (except land, foundation, excavation, and other items usually excluded from coverage) including fixtures, to the extent they are part of the Common Elements of the Condominium Property, Limited Common Elements, Common Furnishings, building service equipment and supplies, and other personal property belonging to the COA. (Any premium payments or portion thereof solely attributable to Limited Common Elements may be ratably allocated and charged to the Units exclusively benefited thereby, if such allocation is capable of being separately identified.) All references herein to a "master" or "blanket" type of policy of property insurance are intended to denote single entity Condominium insurance coverage. In addition, the insurance obtained under this section shall include coverage of the Units themselves. Fixtures or equipment located within a Unit (regardless of whether or not such Condominium Property is a part of the Common Elements) must be covered by such "master" or "blanket" policy, but the coverage need not include improvements and betterments installed by Unit Owners. The policy shall be in an amount deemed appropriate by the COA Board but not less than the greater of Eighty Percent (80%) of the actual cash value of the insured Condominium Property at the time the insurance is purchased or such greater percentage of such actual cash value as may be necessary to prevent the applicability of any coinsurance provision at any renewal date, exclusive of land, excavation, foundation, and other items normally excluded from property policies. The policy shall include an "Agreed Amount Endorsement" or its equivalent and, if available, an "Inflation Guard Endorsement." If there shall be a construction code provision that requires changes to undamaged portions of the Condominium Property even when only part of the project is destroyed by an insured hazard, the policies shall include construction code endorsements. The property insurance policy shall provide, as a minimum coverage and protection against:

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

(2) Coverage for all other perils which are customarily covered with respect to condominiums of similar in construction in Alabama along the Gulf Coast shall be obtained so as to meet the requirements of the Act.

B. Liability Insurance. The COA must obtain, maintain, and pay the premiums upon, as a Common Expense, a comprehensive general liability insurance policy, including medical payments insurance, as required by the Act and covering all the Common Elements, Limited Common Elements, and commercial space owned and leased by the COA, and public ways of the Condominium. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be, if reasonably available, for at least Five Million Dollars (\$5,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, if reasonably available, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of law suits related to employment contracts of the COA. The policy shall also include, if reasonably available, coverage for protection against water damage liability and, if applicable, elevator, collision and garage keeper's liability. If required by any first mortgage holder and, if reasonably available, the policy shall include protection against such other risks as are customarily covered with respect to Condominiums similar in construction, location and use, including but not limited to host liquor liability, employers liability insurance, contractual and all written contract insurance and comprehensive automobile liability insurance.

C. Flood Insurance. For so long as the Developer retains the right to vote any Unit's voting interest, and / or the right to vote any Interval Ownership Interest in any matter affecting either the COA and / or the VOA, the COA shall, if reasonably available and economically feasible, obtain, maintain, and pay the premiums upon, as a Common Expense, a "master" or "blanket" type of flood insurance policy. The policy shall cover the Common Elements falling within the designated flood hazard area. The insurance shall be in an amount deemed appropriate by the COA, but not less than an amount equal to the lesser of:

(1) Eighty Percent (80%) of the actual cash value of the insured property located within all special flood hazard areas (as that term is defined by the Federal Emergency Management Agency or other governmental agency) of the Condominium Property; or

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

D. Personnel Coverage. Should the COA employ personnel, all insurance coverage required by law, including workman's compensation, shall be obtained so as to meet the requirements of the law.

E. Fidelity Bonds. The COA shall obtain, maintain and pay the premiums upon, as a Common Expense, a fidelity bond, if reasonably and economically available, to protect against loss of money by dishonest acts on the parts of all officers, directors and employees of the COA and all other persons handling, or responsible for, funds of the COA or funds administered by the COA. Where a management agent has the responsibility for handling or administering funds of the COA, the management agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the COA. The fidelity bond shall name the COA as the obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the COA or the management agent(s), as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than One Hundred Fifty Percent (150%) of the estimated annual Common Expenses. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein to be maintained by the Management Firm shall be paid by the Management Firm. The bond shall provide that any first Mortgagee shall receive notice of cancellation or modification of the bond.

F. Other Insurance. The COA shall obtain other insurance required by the Act and shall have authority to obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable. The premiums for such insurance shall be a Common Expense.

Insurance policies identified above must provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Person's ownership of an undivided interest in the Common Elements or Membership in the COA.

If the insurance described above which is required to be maintained is not reasonably or economically available, the COA promptly shall give notice of that fact to be hand delivered or sent prepaid by United States Mail to all Unit Owners.

9.06. Individual Insurance. Nothing contained herein shall be construed to prevent a Unit Owner from obtaining insurance at his or her own cost for his or her own benefit. Notwithstanding any provision in this Declaration to the contrary, the procurement and funding of any property and casualty insurance coverage on the contents of a Unit, including any Shared Washer / Dryer, is the sole responsibility of a Unit Owner. However, nothing in the previous sentence shall require that a Unit Owner procure the particular coverage described thereunder. The COA Board may set and enforce a policy in its Rules and Regulations concerning payment of insurance premiums attributable to Shared Washer(s) / Dryer(s).

9.07. Provisions. Insurance coverage, if reasonably available, must comply with the requirements of the Act and this Declaration and shall in substance and effect:

A. Provide that the policy shall be primary, even if the Unit Owner has other insurance that covers that same loss, and further provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off,

counterclaim, apportionment, pro-ratio or contribution by reason of any other insurance obtained by or for any Unit Owner.

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

C. Provide that such policy may not be canceled or substantially modified and the insurer may not refuse to renew said policy (whether or not requested by the COA) except by the insurer giving at least Thirty (30) days prior written notice thereof to the COA.

D. Contain a waiver by the insurer of any right of subrogation to any right of the COA, or either against the Owner or lessee of any Unit or Interval Ownership or Fractional Ownership.

E. Contain a standard Mortgagee clause which shall:

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

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

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

F. Any insurance coverage required by law shall not be waived as a result of this Declaration. However, if in the discretion of the COA Board, any insurance coverage not required by law becomes unnecessary or economically unfeasible, the COA Board shall cause notice of such fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners, notifying such Unit Owners that the COA is providing Thirty (30) days notice that such policy will either be cancelled or materially modified.

9.08. Liabilities and Responsibilities of Unit Owner. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his or her Unit caused by his or her conduct. Each Unit Owner shall be responsible for obtaining insurance for his or her own benefit at his or her own cost.

9.09. Insurance Premiums. Insurance premiums required to be maintained by the COA shall be paid by the COA as a Common Expense. Should the COA fail to pay such insurance premiums when due, or should the COA fail to comply with other insurance requirements of a Mortgagee, the Mortgagee shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any

money so advanced, the Mortgagee shall be subrogated to the Assessment and the lien rights of the COA as against the individual Unit Owners for the payment of such item of Common Expense.

9.10. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the COA shall be for the benefit of the COA and the Unit Owners and their Mortgagees as their interests may appear, and shall provide that all proceeds covering Condominium Property losses shall be paid to the COA, as Insurance Trustee for each of the Unit Owners in the percentages as established by the Declaration, which said COA, 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 to hold the same in trust for the purpose elsewhere stated herein and for the benefit of the Unit Owners and their Mortgagees. The Insurance Trustee shall have the power to adjust all claims arising under insurance policies purchased by the COA; to bring suit thereon in its name and / or in the name of other insured; to deliver releases on payment of claims; to compromise and settle such claims; and to otherwise to exercise all the rights, powers, and privileges of the COA and each Unit Owner and any other holder of an insured interest in the Condominium Property under such insurance policies. However, the actions of the Insurance Trustee shall be subject to the approval of any first Mortgagee if the claim shall involve more than One (1) Unit, and if only One (1) Unit is involved, such actions shall be subject to the approval of any first Mortgagee holding a mortgage and encumbering such Unit.

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

A. Common Elements. An undivided share of the proceeds on account of damage to Common Elements shall be held for each Unit Owner, with such Owner's portion of the total proceeds being the same ratio as the fractional share such Owner enjoys in the Common Elements, as such share is set forth more particularly elsewhere under this Declaration.

B. Units and Limited Common Elements. Except as provided elsewhere in this Declaration:

(1) When the Condominium Property is to be restored, the proceeds shall be held for the Unit Owners of damaged Units and damaged Limited Common Elements, with the share of each Unit in the total proceeds being the same proportion that the cost of repairing the damage suffered by such Unit Owner bears to the total cost of repair, which cost shall be determined by the Board.

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

C. Common Furnishings. An undivided share of the proceeds on account of damage to Common Furnishings shall be held for each Unit Owner, with such Unit Owner's portion of the total proceeds being the same percentage as the Unit Owner's Unit's share of the

Common Furnishings. A Unit Owner's Unit's share of the Common Furnishings is determined in accordance with his or her percentage interest in the Common Elements, as set forth more particularly under Exhibit "C".

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

9.12. Distribution of Proceeds. Proceeds of insurance policies received by the COA as Insurance Trustee shall be distributed to or for the benefit of the beneficial Unit Owners in full compliance with the Act, as follows:

A. Reconstruction or Repair. First, if the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Unit Owners and, where Mortgagees are present, being payable jointly to them, except that remittances to Interval Owners may be distributed to the VOA Board as Trustee for the affected Interval Owners. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

B. Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired under Article X, Section 10.01 below, then the remaining proceeds shall be distributed to the beneficial Unit Owners with 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 any such Mortgagee.

X.

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

A. The Condominium is terminated in accordance with the Act;

B. Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety; or

C. Eighty Percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a Common Element in excess of insurance proceeds in reserves is a Common Expense as provided in this Declaration. Any such vote for or against rebuilding by Interval Owners shall be in conformance with the provisions contained in the Act. Further, unless otherwise prohibited by law, and despite any restrictions on voting which may be set forth in any supplemental declaration applicable to the Development, in the case in which rebuilding of the Condominium is subject to a vote of the members of the COA, the vote of an Interval Owner or of a Fractional Owner (the "voting owner") shall be taken and counted individually, and shall not be cumulated with the vote of other Interval or Fractional Owners within the same Unit. The purpose for this proscription is to assure that individual Owners, rather than "Units", cast the votes in favor of or against rebuilding. The votes cast by such voting owners shall be counted in accordance with Section 7.04 above.

10.02. Plans. Any reconstruction or repair must be substantially in accordance with the Act and in accordance with the Plans for the original improvements or as the Condominium Property was last constructed; or if not, then according to Plans approved by the Board of Directors of the COA and by Eighty Percent (80%) of the Unit Owners. Unless otherwise prohibited by law, and despite any restrictions on voting which may be set forth in any supplemental declaration applicable to the Development, in the case in which the plans for rebuilding of the Condominium are subject to a vote of members of the COA, the vote of an Interval Owner or of a Fractional Owner (the "voting owner") shall be taken and counted individually, and such vote shall not be cumulated with the vote of other Interval or Fractional Owners within the same Unit. The purpose for this proscription is to assure that individual Owners, rather than "Units", cast the votes in favor of or against the plans for rebuilding. The votes cast by such voting owners shall be counted in accordance with Section 7.04 above.

10.03. Responsibility. If the damage is only to those parts of a Unit or Limited Common Elements for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair of the Development, including the Building, the Common Elements and Common Furnishings, after casualty shall be that of the COA. Repair of Units under this Paragraph shall be in accordance with appropriately executed, notarized and recorded Supplemental Declarations for those Units committed to Interval Ownership.

10.04. Estimate of Cost. Immediately after a casualty causing damage to the Condominium Property for which the COA has the responsibility of maintenance and repair, the COA shall obtain estimates of the cost to rebuild or repair in accordance with the Act.

10.05. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Unit and Limited Common Elements by the COA, then COA Assessments shall be made against the Unit Owners who own the damaged Condominium Property or who have the exclusive right to use the Limited Common Elements attached to his or her Unit, and against all Unit Owners in the case of damage to Common Areas and facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time

during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, COA Assessments shall be made against the Unit Owners who own the damaged Unit and who have the exclusive right to use the Limited Common Elements attached to his or her Unit, and against all Unit Owners in the case of damage to Common Areas and facilities in sufficient amounts to provide funds for the payment of such costs. Such COA Assessments against Unit Owners for reconstruction and / or repair of damage to Units and Limited Common Elements shall be in proportion to the cost of reconstruction and repair of their respective Units or Limited Common Elements. Such COA Assessments for reconstruction and / or repair of damage to Common Areas and facilities shall be in proportion to the Owner's share of the Common Elements. COA Assessments for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for COA Assessments elsewhere herein.

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

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

B. Unit Owner. If there is a balance of insurance proceeds after the payment of the cost of reconstruction and repair that are the responsibility of the COA, this balance shall be distributed to the beneficial Unit Owners of damaged Units or damaged Limited Common Elements who are responsible for the reconstruction and repair of the damaged portions of their Units or Limited Common Elements. The distribution to each Unit Owner shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to his or her Unit or Limited Common Element bear to the total of such estimated costs in all damaged Units and Limited Common Elements. However, no Unit Owner shall be paid an amount in excess of such estimated cost for his or her Unit or Limited Common Elements. If there is a first Mortgagee, the distribution shall be paid to the Unit Owner and to the first Mortgagee jointly. Such funds may be distributed to the VOA and FOA as Trustee for the benefit of and distribution to members of the VOA and FOA respectively.

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

XI.

EMINENT DOMAIN

11.01. Proceeds. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty and the determination as to whether the

Condominium will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the Act and under the Section of this Declaration governing Reconstruction or Repair after Casualty, and the awards for such taking shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the COA as Insurance Trustee. Even though the awards may be payable to a Unit Owner, the Unit Owner shall deposit the awards with the COA as Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the COA an Assessment shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner.

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

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

A. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the Owner of the Unit does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the Board of Directors, be extended for restoration by the COA and be assessed against the Unit Owner as an Assessment.

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

C. Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements, the Common Expenses and the Common Surplus appertaining to the Unit shall be reduced in accordance with the Act.

11.04. Unit Made Uninhabitable. If the taking is of the entire Unit, or so reduces the size of the Unit that it cannot be used practically or lawfully for any purpose permitted by the Declaration, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

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

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

C. Adjustment of Shares in Common Elements, Common Expenses, and Common Surplus. The shares in the Common Elements, the Common Expenses, and the Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the other shares among the reduced number of Unit Owners. This adjustment shall be accomplished by restating said share of the continuing Unit Owners as percentages aggregating One Hundred Percent (100%) so that the shares appurtenant to the Units of the continuing Owners shall be in the same proportion to each other as before the adjustment.

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

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

XII.

USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the provisions of this Declaration and with the following provisions so long as the Condominium exists.

12.01. Units. Subject to provisions set forth elsewhere in this Declaration governing permitted Unit uses, each Condominium Residential Unit shall be occupied and used by a family, its employees, and guests only as a residence and for the furnishing of services and facilities herein provided for the enjoyment of such residence. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit a Unit Owner from:

- (1) Maintaining his or her personal professional libraries;
- (2) Keeping his or her personal business or professional records or accounts;
- (3) Handling his or her personal business or professional telephone calls or correspondence.

Such uses are declared expressly and customarily incidental to the principal residential use and are not in violation of said restrictions. Provided however, nothing in this Section 12.01 shall be construed to prohibit the use of a Unit for vacation use, residential lease, vacation rental or vacation exchanges by a Unit Owner.

12.02. Miscellaneous Restrictions.

A. Nothing shall be stored in or upon the Common Elements or Limited Common Elements without prior consent of the Board except in storage closets or areas or as otherwise herein expressly provided;

B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium Property without the prior written consent of the COA Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in or on the Common Elements which will result in the cancellation of insurance of any Unit or any part of the Common Elements or which will be in violation of any law.

C. No waste shall be committed in or on the Common Elements, the Limited Common Elements or within any Unit.

D. Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the COA Board, and all garbage and trash shall be kept in said receptacles.

E. No Unit Owner or occupant shall disturb or annoy other occupants of the Condominium Property nor shall any occupant or Unit Owner commit or permit any nuisance, noxious, offensive, immoral or illegal act in his or her Unit or on the Condominium Property.

F. Subject to Development Rights under this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements or Limited

Common Elements without the prior written consent of the COA Board or the written consent of the Management Firm acting in accordance with the COA Board's direction.

G. Except as expressly provided herein, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

H. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Condominium Property at any time temporarily or permanently, except with the prior written consent of the COA Board.

I. Outdoor drying of clothes, bedding, towels, rugs or similar items is not permitted.

J. Parking of vehicles, RV's, boats, watercraft and trailers in driveways and parking areas shall be subject to the Rules and Regulations of the COA Board applicable thereto.

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

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

M. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

N. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the Condominium Property concerned.

O. Neither the Board nor the COA shall take or permit to be taken any action that unlawfully discriminates against One (1) or more Unit Owners.

P. No furniture nor fixtures shall be placed on balconies and patios without the prior approval of the COA Board. The COA Board may set Rules and Regulations governing the type of furniture and fixtures which may be installed or placed on patios and balconies.

12.03. Pets. Pets shall not be kept in any Unit unless the COA Board provides for the keeping of pets and establishes appropriate Rules and Regulations governing the keeping of such

pets. Nothing in this Section shall be construed as prohibiting the presence, care and housing by a Unit Owner, renter or guest of a certified handicap assistance animal trained and authorized to provide services for the disabled under Federal law. The COA Board is expressly authorized to discriminate between Units regarding the allowance of pets based on the nature of occupancy, the type of Unit, its location with respect to other Units, and the likelihood or potential for harm with the allowance of pets in particular Units.

12.04. Employees. No employee, customer, or patron of a Unit Owner shall be allowed either to use any of the facilities which are Common Elements of the Condominium Property or to use any of the Condominium Property owned or operated by the COA unless the COA Board has specifically authorized such use.

12.05. Use of Common Elements. The Common Elements shall be used in accordance with this Declaration and only by the Unit Owners and their agents, tenants, family members, invitees, guests and licensees for access to, ingress to, and egress from the respective Units and for such other purposes incidental to the use of the Units. However, other areas designated for a specific use shall be used for the purposes approved by the COA Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the COA Board at some future time, affecting any part or all of said Common Elements.

12.06. Unrestricted Right of Transfer. Other than as provided with respect to Interval Ownership under recorded supplemental declarations, and other than as provided in Paragraph 5.14 above regarding the Commercial Unit, the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restriction.

12.07. Leases. Entire Units may be leased by their respective Unit Owners; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the COA to prescribe reasonable rules and regulations relating to the lease and rental of Units (including a minimum or maximum rental period) and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction. No individual rooms within a Unit may be individually rented without the consent of the COA Board or the Management Firm. Anything to the contrary notwithstanding, the Developer, and its assigns, retain the right to maintain sales offices, management offices, leasing and operations offices and models on the Condominium Property as provided in Paragraph 5.13 (B) above.

12.08. Regulations. Reasonable regulations concerning the use of the Condominium Property have been made by the Developer and may be amended from time to time by the Developer or the Board of Directors of the COA or by a majority of the members of the COA attending a regular meeting or as may be provided in the COA Bylaws. Copies of such regulations or amendments thereto shall be furnished by the COA to all Unit Owners and residents of the Condominium upon request.

12.09. Reserved.

12.10. No Restrictions on Mortgaging Units. There shall be no restrictions on the right of a Unit Owner to mortgage his or her Unit, other than those set forth by statute and Alabama common law. Nothing in the Condominium Documents should be read to the contrary.

12.11. Certain Timesharing Prohibited. The sale or creation of a timeshare in any form, other than what is contemplated by the Developer under the terms of this Declaration (and under any supplemental declaration filed by the Developer or its affiliates, designees or subsidiaries) is prohibited in the Condominium to any parties other than the Developer, its parent company Cooper Communities, Inc., (a Delaware Corporation), the wholly owned subsidiaries of the Developer and its parent company, their designees or assigns. The term "timesharing" shall include, without limitation, timeshare estate, timeshare use, timeshare interval programs, "shared ownership" programs where ownership is sold by the week or other interval of time, timeshare license, points, fractional use and any hybrid form of interval ownership, as well as all vacation exchange programs. Notwithstanding the foregoing, Unit Owners shall have the right to independently rent or lease their residences in the Condominium, provided that all rentals be pursuant to written lease, and provided that Unit Owners not attempt to subdivide the fee interests in their Residences in the Condominium into discrete fee interests that are separated by time periods, use rights or any other characteristic that approaches or mimics the creation of a timeshare. Any alleged ownership scheme, plan or marketing program that involves the sale of undivided or divided interests in a Unit or in any entity owning or intended to own any ownership interest in a Unit to multiple parties for the purpose of creating "shared" ownership divided into chronological time periods, whether or not registered or regulated as such with the State of Alabama, shall be considered a timeshare plan under the terms of this Section and is therefore prohibited to all parties other than the Developer, its parent company Cooper Communities, Inc., the wholly owned subsidiaries of the Developer and its parent company, and their assigns. The sale of a Unit by an Owner to a third party shall not be prohibited, so long as the underlying fee interest remains whole and undivided following the sale. Nothing in this Paragraph 12.11 shall prohibit an Interval Owner from selling his or her Interval Ownership Interest, subject to the provisions of any recorded supplemental declaration governing Interval Ownership in the Condominium.

XIII.

AMENDMENT

13.01. Amendments by Developer. This Declaration may be amended by the Developer without the consent of any Unit Owner, Mortgagee, or other Person in order to exercise any Development Rights or Special Declarant Rights so long as said amendment complies with the requirements of the Act. The Developer reserves the right to unilaterally amend this Declaration at any time as may be required by law and/or to conform to the Act. The Developer further retains the right to unilaterally amend this Declaration to correct any errors or omissions provided that any such correction shall not adversely affect the rights or interests of any Owners then in existence at the time of said amendment without their express written consent. The Bylaws of the COA may be amended as provided for in said Bylaws and in accordance with the provisions of the Act.

13.02. Amendments by Owners. Subsequent to the election of the COA Board by the Owners as provided in Article VII, Section 7.11 above, and subject to any express provision of this Declaration limiting or restricting this ability, this Declaration may be amended by a vote of Unit Owners entitled to vote thereon equaling not less than Eighty Percent (80%) of the Owners then on the membership roles of the COA. Unless otherwise prohibited by law, and despite any restrictions on voting which may be set forth in any supplemental declaration applicable to the Development, in the case in which a proposed amendment to the Declaration is subject to a vote of members of the COA, the vote of an Interval Owner or of a Fractional Owner (the "voting owner") shall be taken and counted individually, and such vote shall not be cumulated with the vote of other Interval or Fractional Owners within the same Unit as the voting owner. The purpose for this proscription is to assure that individual Owners, rather than "Units", cast the votes in favor of or against the proposed amendment. The votes cast by such voting owners shall be counted in accordance with Section 7.04 above.

XIV.

PURCHASE OF CONDOMINIUM UNIT

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

14.02. Limitation. If at any time the COA is already the Owner of or has agreed to purchase One (1) or more Condominium Units, it may not purchase any additional Condominium Units without the prior written approval of the Units holding Seventy Five Percent (75%) of the votes in the COA, except as provided in this Article. A Member whose Condominium Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, these limitations shall not apply to a Condominium Unit purchased at a public sale resulting from a foreclosure of a COA lien for delinquent Assessments where the bid of the COA does not exceed the amount found due the COA, or to be acquired by the COA in lieu of foreclosure of such lien if the consideration for same does not exceed the cancellation of such lien. In any event, the Board of Directors or a designee thereof, acting on behalf of the COA, may only purchase a Condominium Unit in accordance with this Article, or as the result of a sale pursuant to the foreclosure of:

- (1) A lien on the Condominium Unit for unpaid taxes;
- (2) A lien of a mortgage;
- (3) The lien for unpaid Assessments;
- (4) Any other judgment lien or lien attaching to such Condominium Unit by operation of law.

XV.

NOTICE OF LIEN OR SUIT

15.01. Notice of Lien. A Unit Owner shall give notice in writing to the Secretary of the COA of every lien on his or her Condominium Unit, other than liens for first mortgages, taxes, and special Assessments, within Five (5) days after he receives notice of the attaching of the lien.

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

15.03. Failure to Comply. Failure to comply shall subject the Unit Owner to all consequential damages that may result to the COA. Failure to comply will not affect the validity of any judicial proceeding.

XVI.

RULES AND REGULATIONS

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

16.02. Enforcement. The COA, through the Board of Directors, is hereby empowered to enforce the Condominium Documents and all Rules and Regulations of the COA by such means as are provided by the Act, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) as determined by the COA Board from time to time as set forth in the Bylaws. In the event that a Unit Owner fails to maintain his or her Unit in the manner required in the Condominium Documents and any Rules and Regulations of the COA, the COA, through the COA Board of Directors, shall have the right to assess the Unit Owner and the Unit for the sums necessary to do the work required to effect compliance and to collect, and to enforce the collection of, a Special Assessment therefor as provided in this Declaration. In addition, the COA shall have the right, for itself and its employees and agents, to enter such Owner's Unit and to perform the necessary work to effect compliance.

16.03. Negligence. A Unit Owner shall be liable to any damaged party for the expense of any maintenance, repair, or replacement rendered necessary by his or her neglect, or

carelessness or by that of any member of his or her family, lessees, their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the COA. Such liability shall include any increase in fire and casualty insurance rates occasioned by the use, misuse, occupancy or abandonment of a Unit, or the Common Elements. The liability for such increases in insurance rates shall equal Five (5) times the first resulting increase in the annual premium rate for such insurance.

16.04. No Waiver of Rights. The failure of the COA or any Unit Owner to enforce any covenant, restriction, or other provision of the Act, the Condominium Documents, or any Rules and Regulations adopted pursuant thereto shall not constitute a waiver of the right to do so.

XVII.

GENERAL PROVISIONS PERTAINING TO MORTGAGES

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

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

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

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

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

17.02. Blanket Mortgages. The entire Condominium Property, or some or all of the Units included therein, may be subjected to a single or blanket mortgage constituting a first lien thereon created by a recordable instrument executed by all of the Owners of the Condominium Property or Units covered thereby. Any Unit included under the lien of such mortgage may be sold or otherwise conveyed or transferred subject thereto. Any such mortgage shall provide a method whereby any Unit Owner may obtain a release of his or her Unit from the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the reasonable proportionate share attributable to his or her Unit of the then outstanding balance of unpaid principal and accrued interest, and any other charges then due and unpaid. The proportionate share of the mortgage required to be paid for release shall be determined by provisions pertaining thereto stated in the mortgage, or, if the mortgage contains no such provisions, then according to the proportionate share of the Common Elements of the Condominium attributable to such Unit or Units.

XVIII.

TERMINATION

18.01 Voting Requirements. The termination of the Condominium may be effected in accordance with the provisions of the Act and by agreement of Unit Owners of Units to which at least Eighty Percent (80%) of the votes in the COA are allocated. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of Baldwin County, Alabama. After termination of the Condominium, and unless the Termination Agreement entered amongst the Unit Owners in accordance with the Act otherwise so specifies, the Unit Owners shall own the Condominium Property and all assets of the COA as tenants in common in undivided shares. Any such vote for or against termination by Interval Owners shall be in conformance with the provisions contained in the Act. Further, unless otherwise prohibited by law, and despite any restrictions on voting which may be set forth in any supplemental declaration applicable to the Development, in the case in which termination of the Condominium is subject to a vote of members of the COA, the vote of an Interval Owner or of a Fractional Owner (the "voting owner") shall be taken and counted individually, and not be cumulated with the vote of other Interval or Fractional Owners within the same Unit as the voting owner. The purpose for this proscription is to assure that individual Owners, rather than "Units", cast the votes in favor or against termination. The votes cast by such voting owners shall be counted in accordance with Section 7.04 above.

XIX.

COVENANT AGAINST PARTITION

19.01 No Partition Under the Act. There shall be no judicial or other partition of the Condominium Property or any part thereof, nor shall Developer or any Person acquiring any interest in the Condominium Property or any part thereof seek any such partition unless the Condominium Property has been removed from the provisions of the Act. Nothing in this provision shall prohibit nor obligate the Developer to exercise its right under Section 5.14 to convert and to transfer a portion or portions of the Commercial Unit to Common Property under ownership of the COA.

XX.

MISCELLANEOUS

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

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

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

20.04. Notice. All notices required or desired under the Condominium Documents to be sent to the COA shall be sent to the address as may be designated from time to time by notice in writing to all Unit Owners. Except as provided specifically to the contrary in the Act, all notices to any Unit Owner shall be delivered in person or sent by first-class mail to the address of such Unit Owner at the Condominium, or to such other address as he or she may have designated from time to time, in writing to the COA. Proof of such mailing or personal delivery to a Unit Owner by the COA may be provided by the affidavit of the employee or agent performing said service or by a post office certificate of mailing. All notices to the COA by a Unit Owner shall be deemed to have been given when delivered to the addressee in person or by a post office certificate of mailing.

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

20.06. Ratification. Each Unit Owner, by reason of having acquired ownership of his or her Unit, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the Condominium Documents and any Rules and Regulations promulgated thereunder are fair and reasonable in all material respects.

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

20.08. Costs and Attorney's fees. In any proceeding or action arising because of an alleged default by a Unit Owner, whether in court or out of court, the COA shall be entitled to

recover the reasonable costs of same from the Unit Owner adjudged and / or determined to be at fault, including, but not limited to, any reasonable attorney's fees incurred, whether through in house or outside counsel.

20.09. Conflict with Act. If there is any conflict with the provisions of this Declaration and the Act, and / or the ordinances of and permits issued by the City, the provisions of the Act and the ordinances of and permits issued by the City shall control over this Declaration. If there is any conflict between this Declaration, the Articles of Incorporation, the Bylaws and Rules and Regulations, this Declaration controls over the Articles and Bylaws, the Articles control over the Bylaws, and the Bylaws control over the Rules and Regulations, in that order of supremacy.

20.10. Including Defined. All references to "including" shall mean "including, without limitation".

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

XXI.

INTERVAL OWNERSHIP

21.01. Establishment. It is the intention of the Developer that Interval Ownership at the Real Property be authorized subject to the limitations of this Declaration through the recording, herewith or hereafter, of a supplemental declaration by the Developer providing for said Interval Ownership. Notwithstanding any provision of this Declaration to the contrary, at any time the Developer may assign, transfer, or convey all rights, privileges, benefits and obligations to develop Interval Ownership at the Real Property to a third party developer. Such assignment, transfer or conveyance may contemplate that Developer and the third party developer are both joint developers of record of Interval Ownership at the Real Property, allocating rights, privileges and responsibilities amongst each party, or the assignment, transfer or conveyance may contemplate that all rights, privileges and responsibilities are entirely assigned, transferred, or conveyed to the third party developer. Nothing contained in this paragraph shall obligate Developer to effect such assignment, transfer, or conveyance.

XXII.

FRACTIONAL OWNERSHIP

22.01 Establishment. It is the intention of the Developer that Fractional Ownership at the Real Property be authorized subject to the limitations of this Declaration through the recording, herewith or hereafter, of a supplemental declaration by the Developer providing for said Fractional Ownership. Notwithstanding any provision of this Declaration to the contrary, at any time the Developer may assign, transfer, or convey all rights, privileges, benefits and obligations to develop Fractional Ownership at the Real Property to a third party developer. Such assignment, transfer or conveyance may contemplate that Developer and the third party

developer are both joint developers of record of Fractional Ownership at the Real Property, allocating rights, privileges and responsibilities amongst each party, or the assignment, transfer or conveyance may contemplate that all rights, privileges and responsibilities are entirely assigned, transferred, or conveyed to the third party developer. Nothing contained in this paragraph shall obligate Developer to effect such assignment, transfer, or conveyance.

XXIII.

WHOLE OWNERSHIP

23.01 Transfer of Rights, Benefits, Privileges. Notwithstanding any provision of this Declaration to the contrary, at any time the Developer may assign, transfer, or convey all rights, privileges, benefits and obligations to develop Whole Ownership at the Real Property to a third party developer. Such assignment, transfer or conveyance may contemplate that Developer and the third party developer are both joint developers of record of Whole Ownership at the Real Property, allocating rights, privileges and responsibilities amongst each party, or the assignment, transfer or conveyance may contemplate that all rights, privileges and responsibilities are entirely assigned, transferred, or conveyed to the third party developer. Nothing contained in this paragraph shall obligate Developer to effect such assignment, transfer, or conveyance.

XXIV.

LOGOS AND NAME

24.01 Use of Name on Building or in Promotional Material. No party other than the Developer and its assigns shall use the Reserved Names set forth under Paragraph 24.02 below in the name of any commercial building or any commercial business or enterprise or in any printed or promotional material without the prior written consent of the Developer. However, Unit Owners, Interval Owners and Fractional Owners may use the name "Escapes! to the Shores" in printed matter where such term is used exclusively to indicate that particular property is located within the Condominium. Additionally, the Developer and its assigns shall have the exclusive license to use the Reserved Names in any and all advertising, promotional or sales material, including any signage displayed on or at the Condominium, for so long as the Developer and / or its assigns own any unsold Units, Interval Interests or Fractional Interests in the Condominium. This license may be unilaterally assigned by the Developer to third parties contracted by the Developer to represent the Developer in the sale of Units, Interval Interests or Fractional Interests in the Condominium.

24.02 Reserved Names. "Escapes! to the Shores", "The Shores", "The Shores Resort", "Escapes! to the Shores Resort", "Escapes! to the Shores at Orange Beach", "Escapes! to the Gulf" and "Escapes! to the Shores at Orange Beach Resort".

WHEREFORE, this Declaration has been executed by the parties hereto, effective as of the date first written above.

Attest: J. Darren Owen

By: J. Darren Owen

Title: Assistant Secretary

Attest: Debbie J. Nichols

By: Debbie J. Nichols

Title: Secretary

**Escapes!, Inc. d/b/a Escapes!
to the Shores**

By: [Signature]

Title: PRESIDENT

**Escapes! to the Shores Condominium
Owners Association, Inc.**

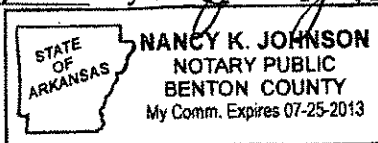
By: [Signature]

Title: PRESIDENT

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, Nancy K. Johnson, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named John A. Cooper III and J. Warren Guent to me personally well known, who stated that they were the President and Asst. Secretary of Escapes!, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name of and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of July, 2007.

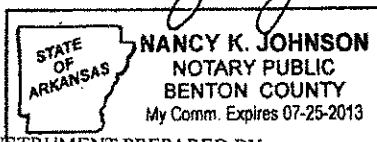


Nancy K. Johnson
Notary Public

STATE OF ARKANSAS)
) ss. ACKNOWLEDGMENT
COUNTY OF BENTON)

On this day before me, Nancy K. Johnson, a Notary Public duly commissioned, qualified and acting within and for the said County and State, appeared in person the within named Jim Tate and Debbie J. Nichols to me personally well known, who stated that they were the President and Secretary of Escapes to the Shores Condominium Owners Association, Inc., a corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that they had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 17th day of July, 2007.



Nancy K. Johnson
Notary Public

THIS INSTRUMENT PREPARED BY _____
AND WHEN RECORDED TO BE
RETURNED TO:

Cooper Communities, Inc.
Legal Department
903 N. 47th Street
Rogers, AR 72756

CERTIFICATION

I, the undersigned, Stephen Hill, a registered Architect in the state of Alabama, hereby certify that to the best of my knowledge the plans labeled Exhibit "A", Exhibit "B" and the Unit Layout labeled Exhibit "D", attached to and made a part of the Declaration of Covenants and Restrictions for Escapes! to the Shores, a Condominium, show the layout, location, Unit numbers and dimensions of the Units and the improvements. I further certify that the PLANS show the dimensions of the improvements and the Units and that the improvements shown on the PLANS are substantially complete. I further certify that to the best of my knowledge and belief, the PLANS contain all of the information required by Code of Alabama, §35-8A-209 (1991).

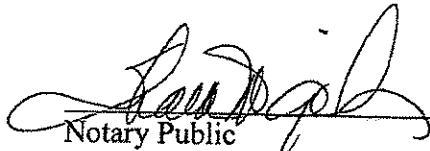


Stephen G. Hill

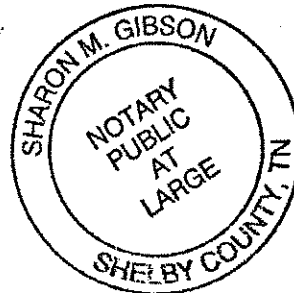
Registered Architect/License Number: 4882

Date: 6-6-08

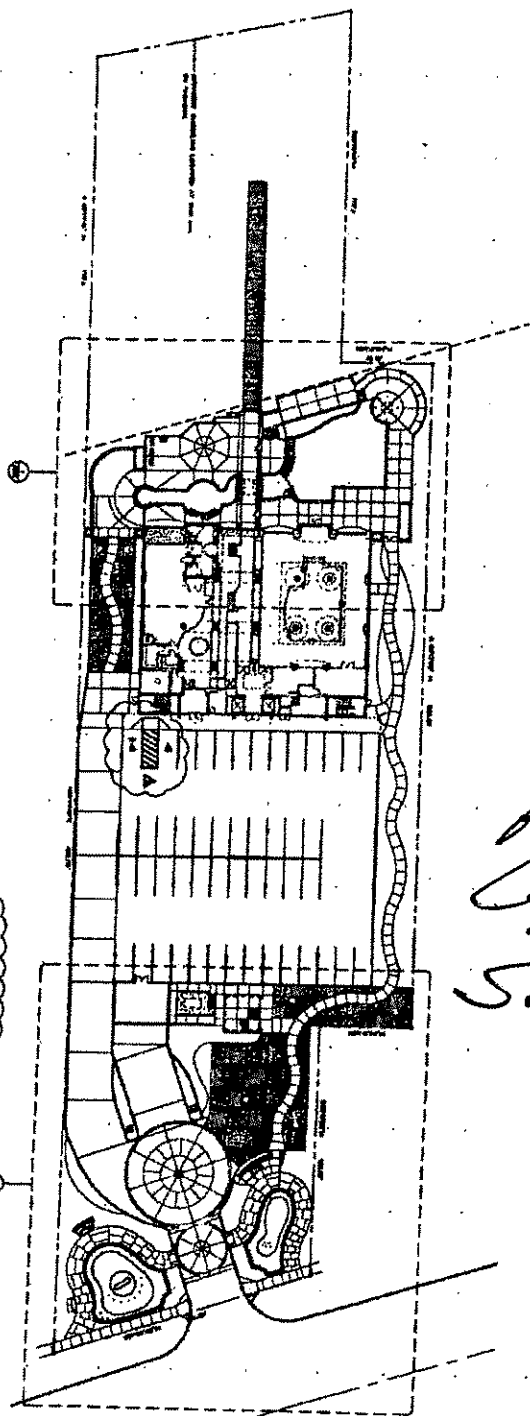
Subscribed and sworn to before me, this 6 day of June 2008,
2008.



Notary Public
My commission expires: 5-13-09



1 SITE PLAN

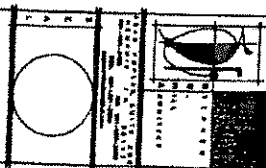


for Enlarged
Copy of Exhibit "A"
SEE Apt. Book 26
PAGE 193 thru
196

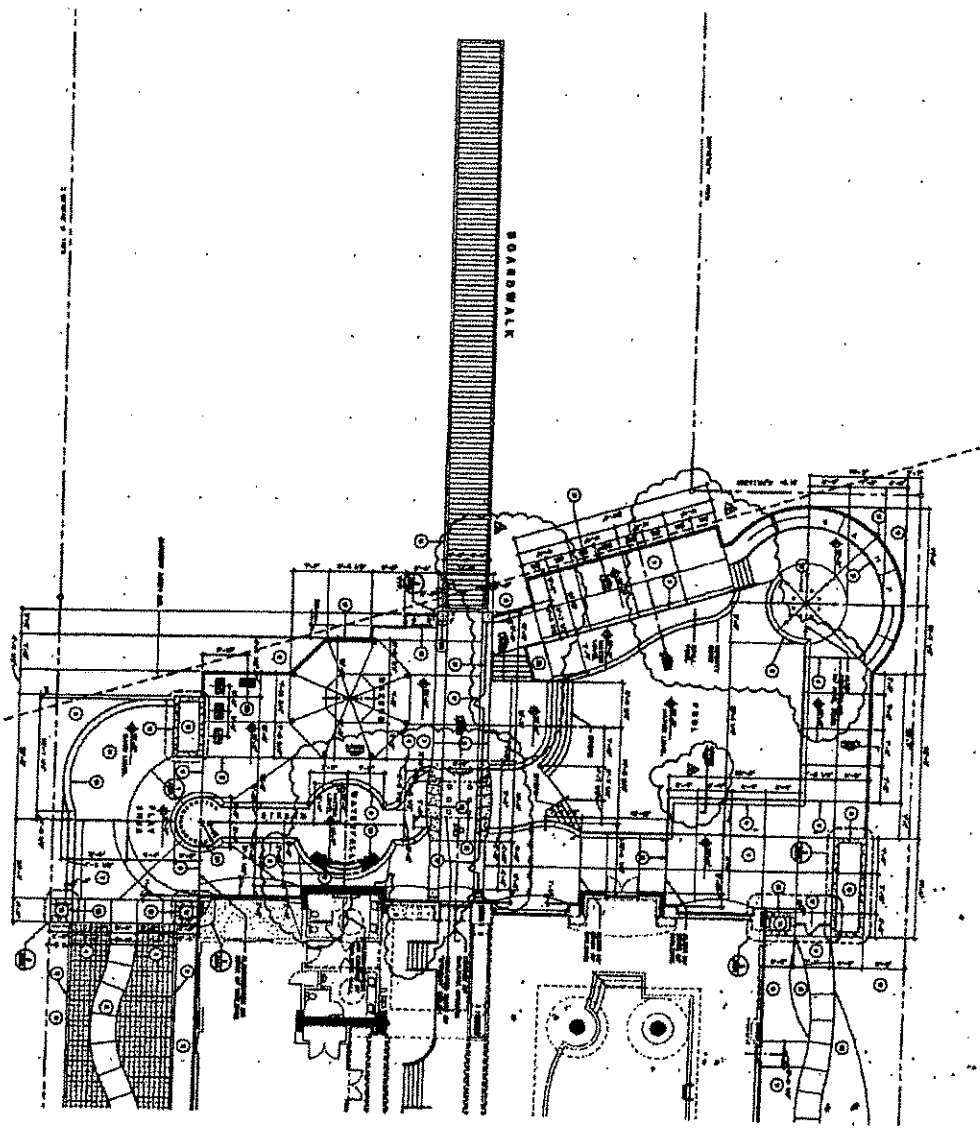
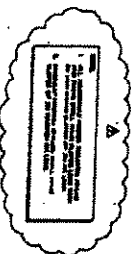
Exhibit A
Page 1 of 4

DATE	10/10/66
BY	W. J. B. / J. B. B.
PROJECT	ORANGE BEACH
NO.	101
REVISIONS	
1	10/10/66
2	10/10/66
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100	10/10/66

Escapes! to
The Shores at
Orange Beach, AL



1 ENLARGED SITE PLAN-SOUTH SIDE



KEY TO SITE ELEMENTS
1. Main Building
2. Pool Deck
3. Pool
4. Boardwalk
5. Parking Lot
6. Entrance
7. Office
8. Restroom
9. Storage
10. Loading Dock
11. Driveway
12. Walkway
13. Fencing
14. Landscaping
15. Utility
16. Signage
17. Security
18. Access
19. Elevation
20. Orientation
21. Foundation
22. Structure
23. Material
24. Finish
25. Detail
26. Section
27. Elevation
28. Orientation
29. Foundation
30. Structure
31. Material
32. Finish
33. Detail
34. Section
35. Elevation
36. Orientation
37. Foundation
38. Structure
39. Material
40. Finish
41. Detail
42. Section
43. Elevation
44. Orientation
45. Foundation
46. Structure
47. Material
48. Finish
49. Detail
50. Section

Exhibit A
Page 2 of 4

PROJECT
A102

DATE
10/10/00

DESIGNER
A102

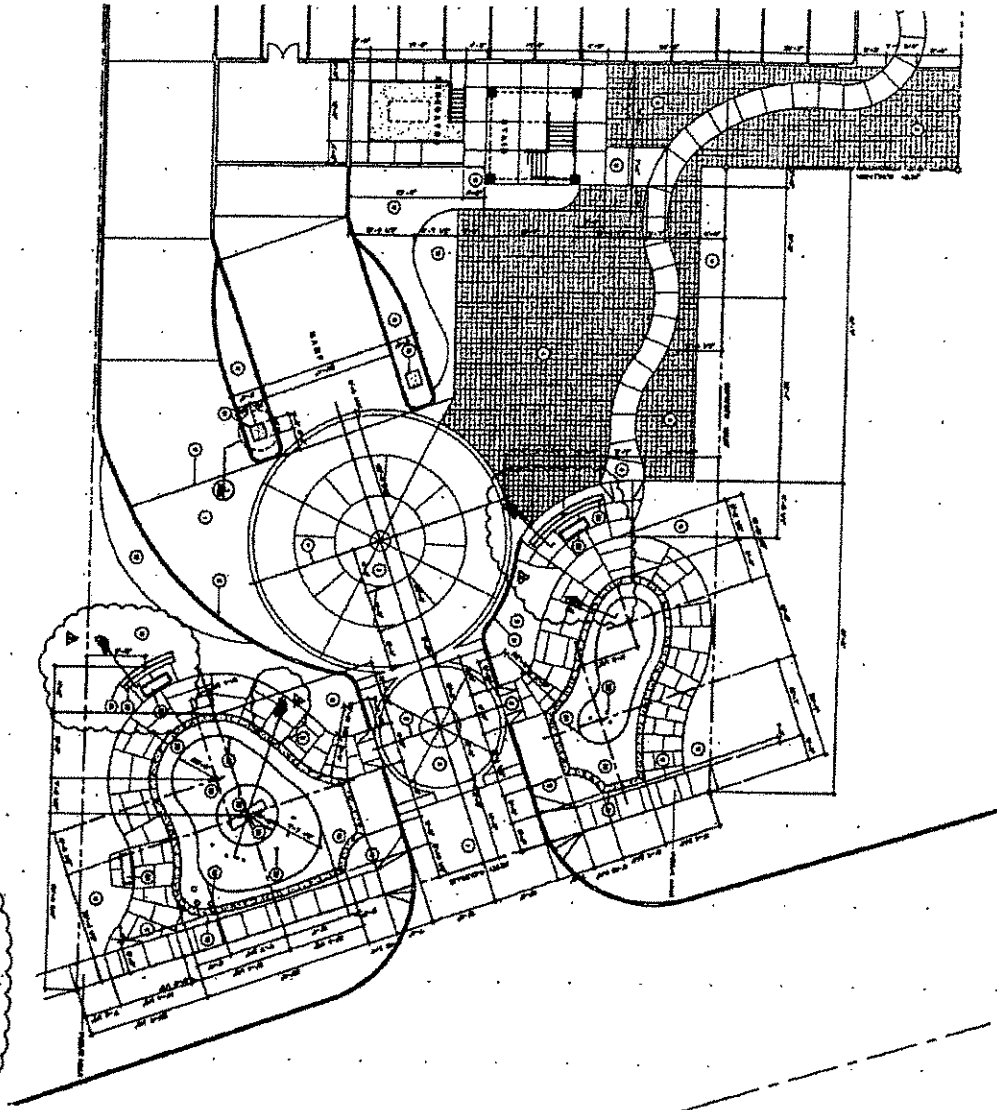
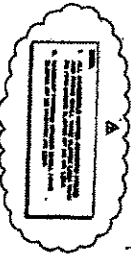
CLIENT
A102

LOCATION
A102

STATUS
A102

Escapes! to The Shores at Orange Beach, AL

1 ENLARGED SITE PLAN-NORTH SIDE



KEYED SITE ELEMENTS	DESCRIPTION
1	EXISTING BUILDING
2	NEW BUILDING
3	EXISTING PARKING
4	NEW PARKING
5	EXISTING ROAD
6	NEW ROAD
7	EXISTING LANDSCAPING
8	NEW LANDSCAPING
9	EXISTING FOUNTAIN
10	NEW FOUNTAIN
11	EXISTING PLANTER
12	NEW PLANTER
13	EXISTING WALKWAY
14	NEW WALKWAY
15	EXISTING DRIVEWAY
16	NEW DRIVEWAY
17	EXISTING BIKEWAY
18	NEW BIKEWAY
19	EXISTING FENCE
20	NEW FENCE
21	EXISTING SIGN
22	NEW SIGN
23	EXISTING LIGHT
24	NEW LIGHT
25	EXISTING UTILITY
26	NEW UTILITY
27	EXISTING DRAINAGE
28	NEW DRAINAGE
29	EXISTING EROSION CONTROL
30	NEW EROSION CONTROL

Exhibit A
Page 3 of 4

PROJECT INFORMATION

DATE: 10/1/03

PROJECT: ORANGE BEACH

SHEET: A103

Escapes! to The Shores at Orange Beach, AL

[illegible]

NAME	NAME	LONG	LONG	LONG	NAME	NAME
01	5077.78	150.04	15.02	150.01	15.02	01.01
02	5077.78	15.02	15.01	15.01	15.01	01.01

Exhibit "A"
PAGE 4 of 4

FLOOD STATEMENT

The property shown herein is in Zones Enclaves "X" and "Y" (Division 12, Zone 15) as coded for the map by the Federal Emergency Management Agency, Federal Insurance Administration Community-Fire Insurance Division, City of Orange, CA, as shown per revised map dated JUNE 17, 2007.

LEGEND

- [illegible]

LINE	BEARING	LENGTH
11	N 0° 41' 30" E	45.43
12	S 87° 15' 00" E	7.83

SURVEYOR'S CERTIFICATE

The undersigned hereby certifies to CHICAGO FIRE INSURANCE COMPANY, RAIL WORKS
TRAIL COMPANY, INC. ("Trail Company"); and EXETER, INC. ("Exeter") its ownership and/or
control of that respective trademark, and agrees, as follows:

- [illegible]

(CONTINUED FROM PAGE 12)

Jefferson Marshall Smith, Jr.
JEFFERSON MARSHALL SMITH, JR.

Check April 21, 1964

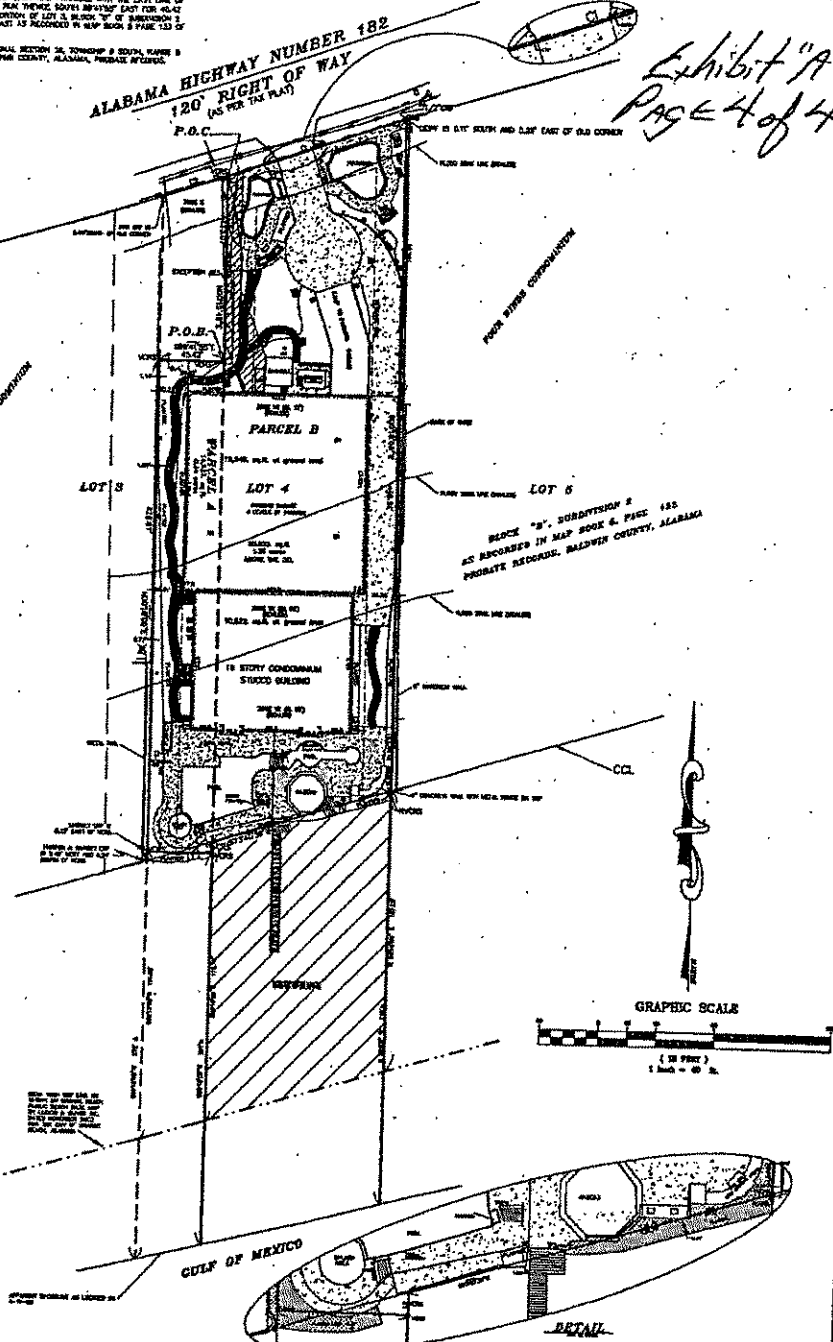
SURVEYOR'S NOTES

1. DESCRIPTION SHOWN HEREON IS AS STATED IN TITLE INSURANCE SPECIALTY COMPANY'S BLANKET SHOWN FURNISHED BY CHICAGO TITLE INSURANCE COMPANY.
2. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S.

- [illegible]

[illegible]

ALABAMA HIGHWAY NUMBER 182
120' RIGHT OF WAY
(AS PER TAX PLAT)



Date: May 12, 2008
 Embassy, Georgetown, Guyana; POLICY
 STOWAGE 9 -- SECDEF 1
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1	COUNT	MEMORIAL DEVELOPMENT CORPORATION	
1	SHEET	SIGNATURE FILE P:\PROJECTS\ORNG\BAYVIEW\LEGAL 4-20 P:\PROJECTS\ORNG\BAYVIEW\BAYVIEW CERT EXHIBITS 8-5-05	

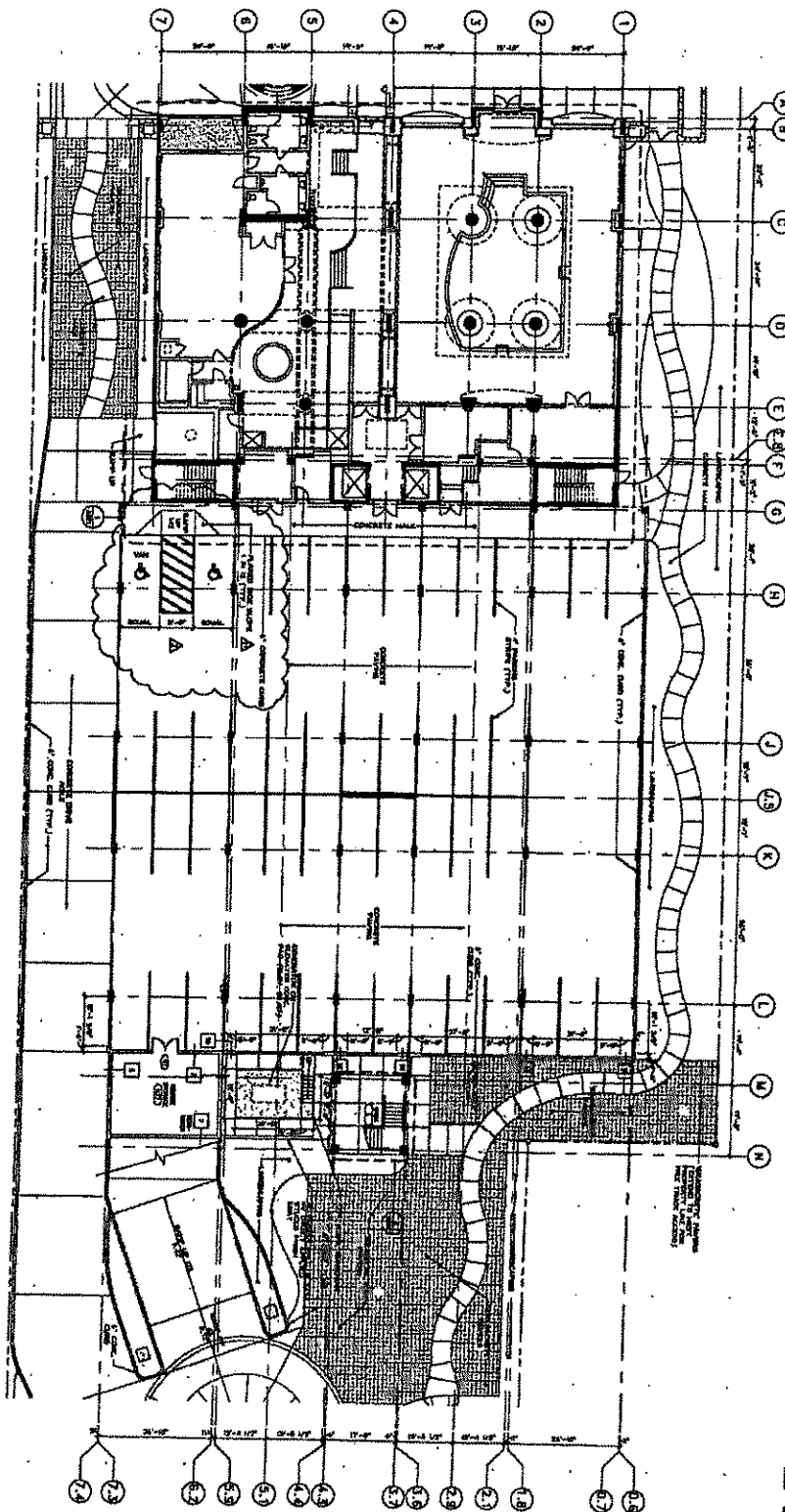
VOLKERT
& ASSOCIATES, INC.
 Engineers • Surveyors • Planners
 TYPE OF REPORT: ALTA/ACSM SURVEY

(THIS SPACE LEFT FOR POST OFFICE TO POST OR RETURN) (NO POSTAGE REQUIRED IF MAILED IN THE UNITED STATES)	
FIRST CLASS PERMIT NO. 100 NEW YORK, N.Y.	POSTAGE WILL BE PAID BY ADDRESSEE NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES
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NO.	DATE	APPRO.	REVISIONS
1.	8/16/08		ADD SUPERVISED CERTIFICATION EXCEPTIONS AND REVERSE LEGAL DESCRIPTION
2.	8/14/09		REVISE AND SHOW SKETCHES SHOW FLOOD ZONES

310 South McKenzie Street, Foley, Alabama 36535
 Telephone : (251) 968-7531 Fax (251) 968-2378
 ©2008 VOLKERT & ASSOCIATES, INC.

1 OVERALL GROUND FLOOR PLAN

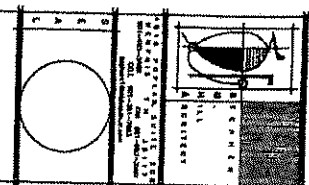


For Enlarged
Copy of
Exhibit "B"
See Apt. Book 26
Page 197
then 214.

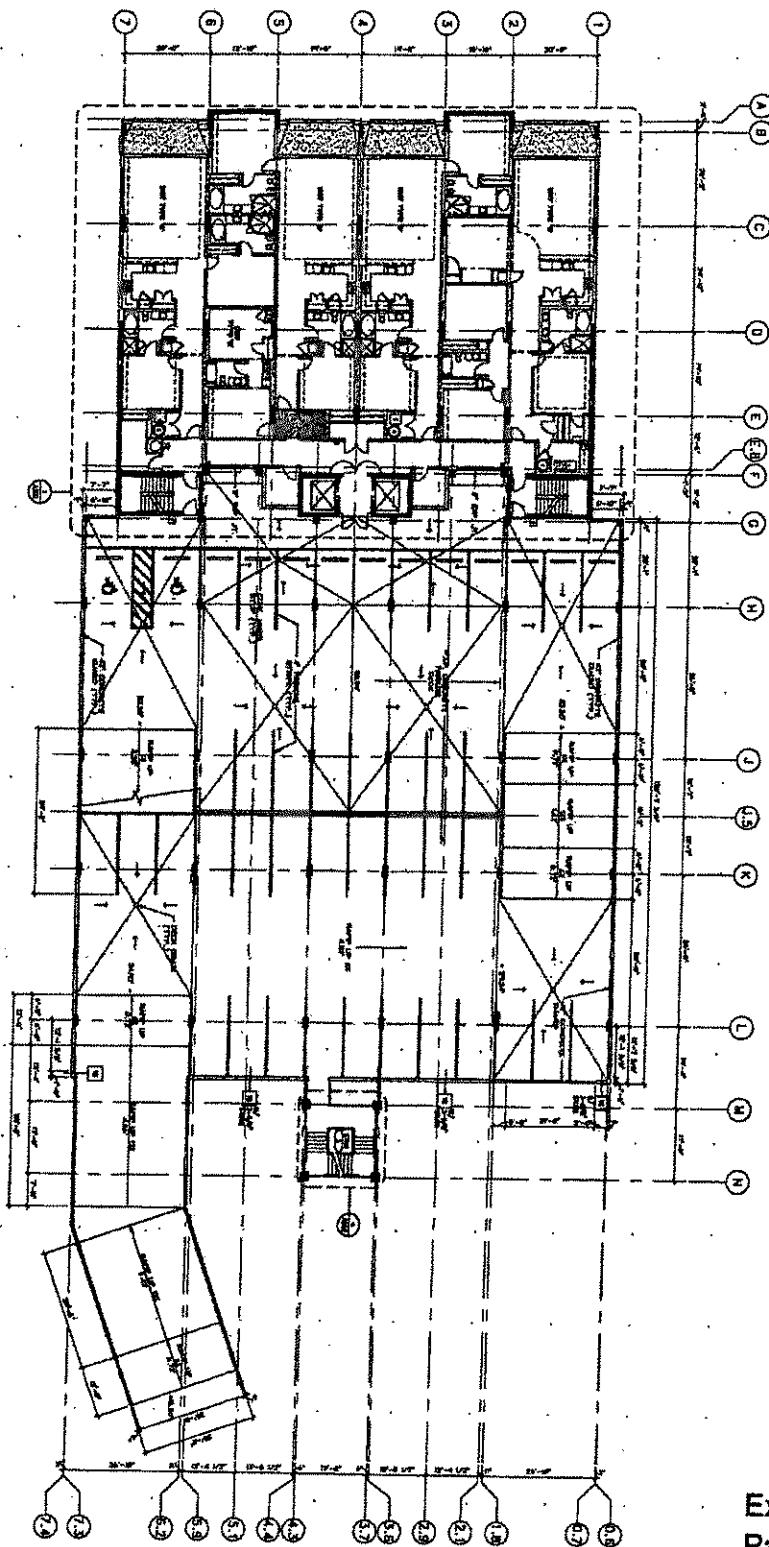
Exhibit B
Page 1 of 18

Escapes! to
The Shores at
Orange Beach, AL

REVISIONS	DATE	BY	DESCRIPTION
1	08-08-88	DAW	Initial Design
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1 OVERALL FIRST ELEVATED FLOOR PLAN



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1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ROOMS ARE TO BE FINISHED TO THE CENTER LINE OF THE WALL.
3. ALL DOORS ARE TO BE SWUNG AS NOTED.

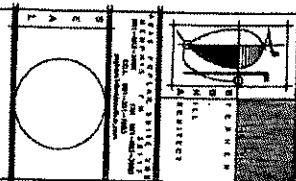
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1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ROOMS ARE TO BE FINISHED TO THE CENTER LINE OF THE WALL.
3. ALL DOORS ARE TO BE SWUNG AS NOTED.

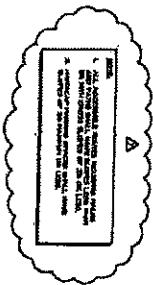
Exhibit B
Page 2 of 18

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Escapes! to
The Shores at
Orange Beach, AL



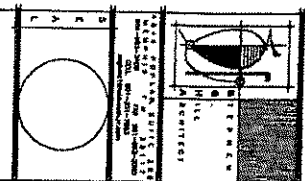
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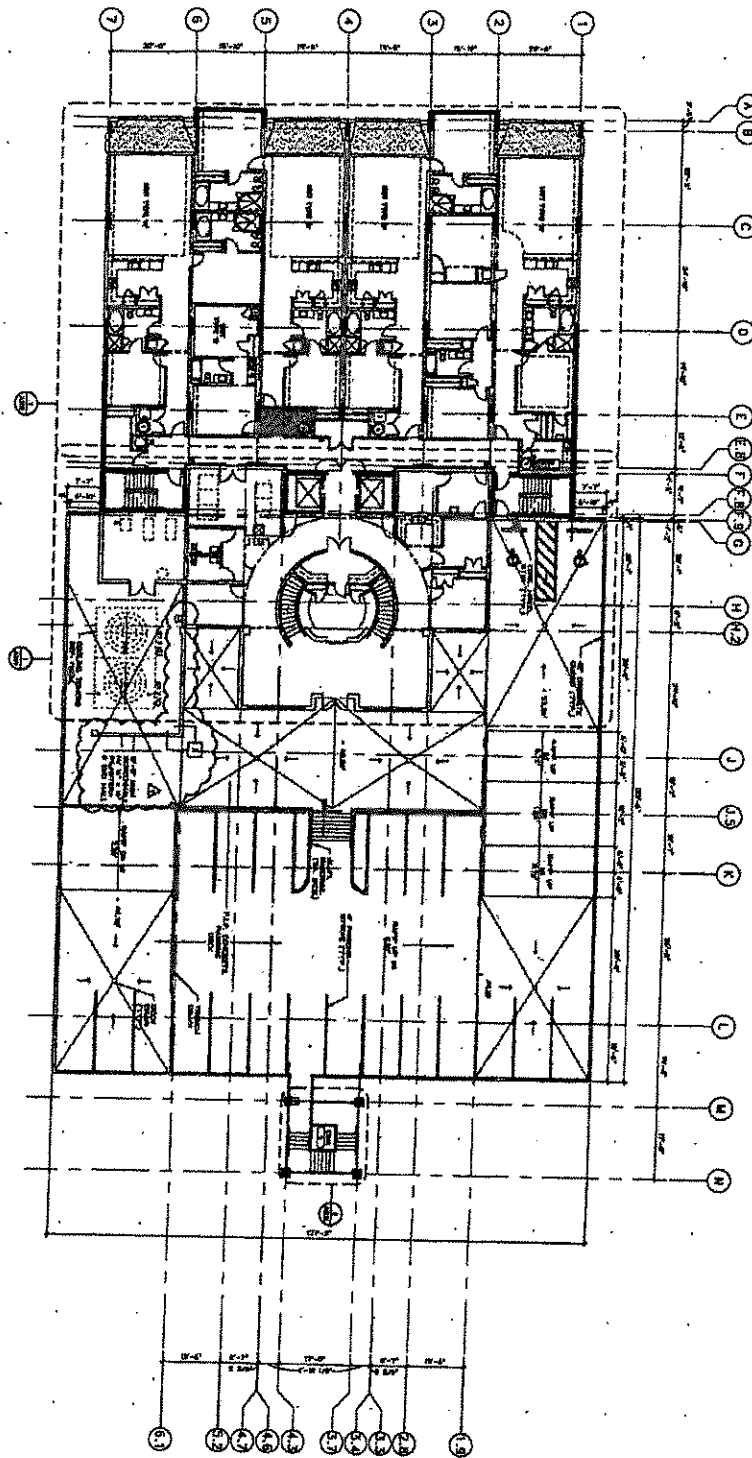
THE OUTSTANDING LOCATION
THE LAKESIDE BULLS PLAZA
AND LOCATIONS SERVE THE
FANS.

[illegible]

Escapes! to
The Shores at
Orange Beach, AL



1 OVERALL THIRD ELEVATED FLOOR PLAN



1. THE ELEVATED FLOORING SYSTEM SHALL BE CONSTRUCTED TO SUPPORT A MINIMUM OF 100 PSF (4.79 KPA) OF UNIFORM LOADS AND SHALL BE DESIGNED TO RESIST A MINIMUM OF 1.5 TIMES THE DESIGN LOADS.

2. THE ELEVATED FLOORING SYSTEM SHALL BE CONSTRUCTED TO RESIST A MINIMUM OF 1.5 TIMES THE DESIGN LOADS.

Exhibit B
Page 4 of 18

Escapes! to The Shores at Orange Beach, AL							
REVISIONS <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>10-10-10</td> <td>ISSUED FOR PERMIT</td> </tr> </tbody> </table>			NO.	DATE	DESCRIPTION	1	10-10-10
NO.	DATE	DESCRIPTION					
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PROJECT INFORMATION PROJECT: CONDOMINIUMS PHASE: A204 DATE: 10-10-10 DESIGNED BY: ARCHITECT CHECKED BY: ARCHITECT APPROVED BY: ARCHITECT							

1 ENLARGED GROUND FLOOR PLAN

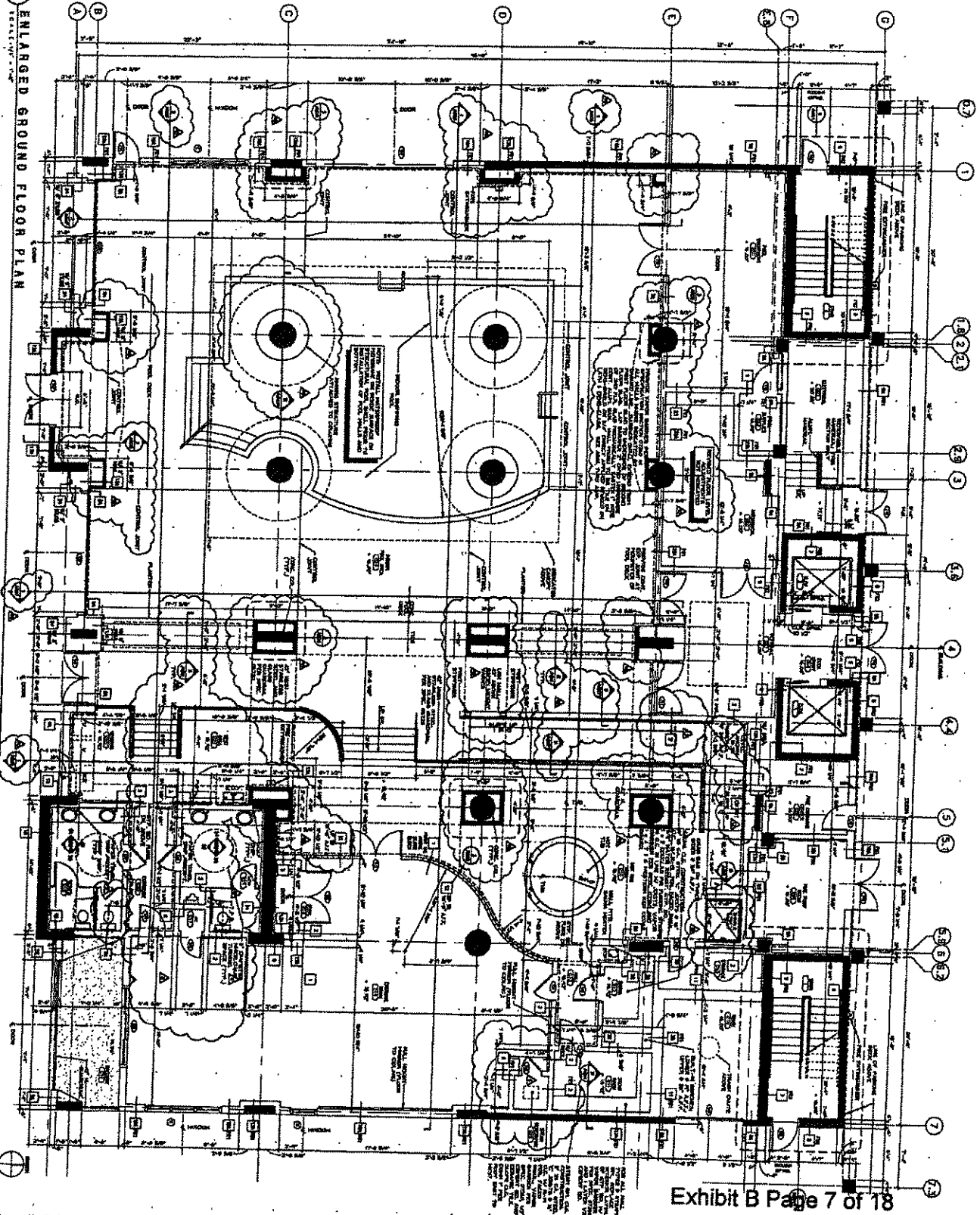
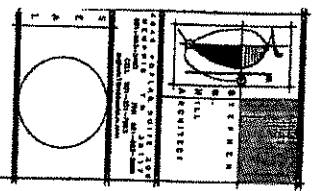


Exhibit B Page 7 of 18

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*Escapes! to
The Shores at
Orange Beach, AL*



1 ENLARGED TYPICAL FLOOR PLAN

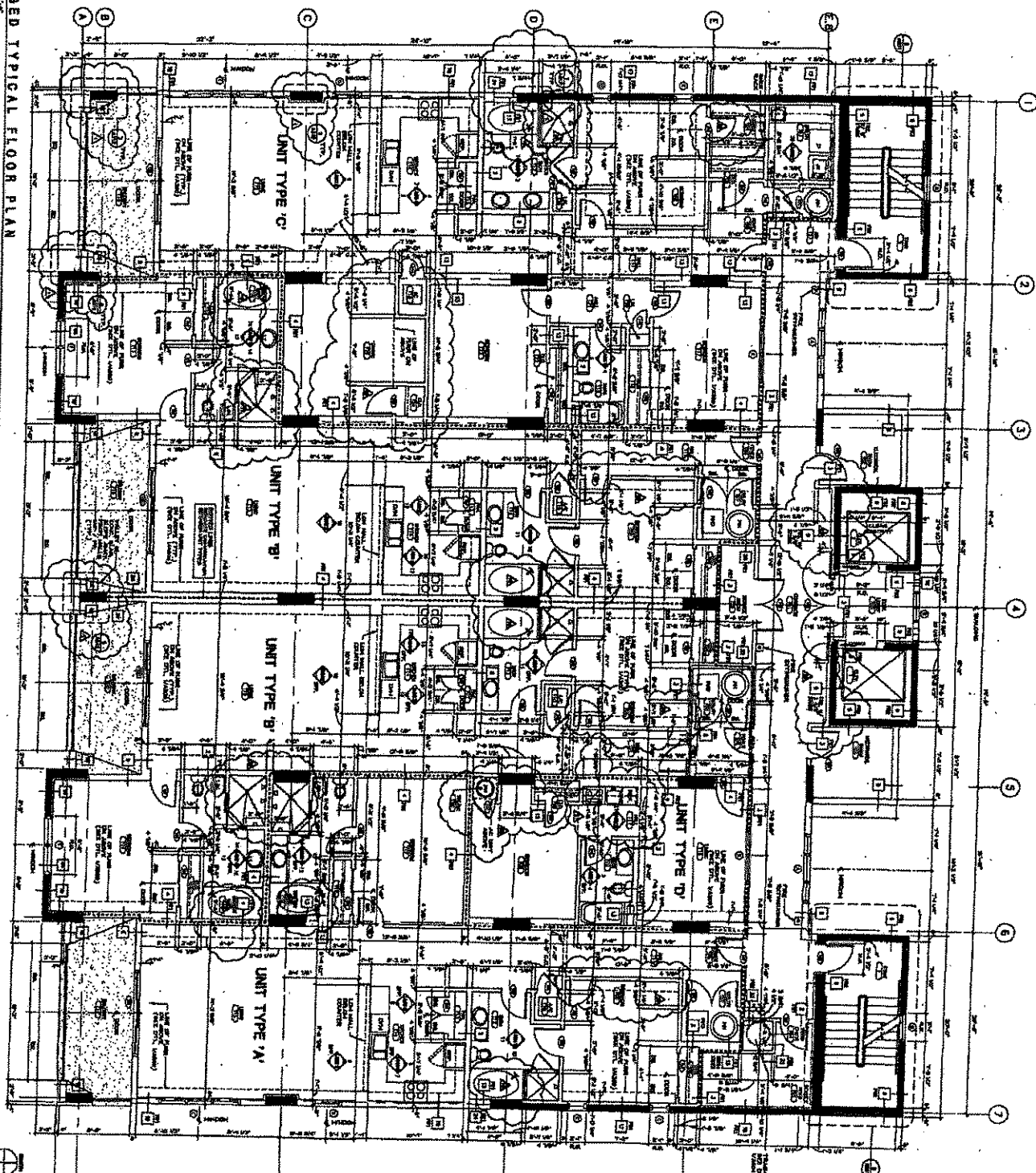
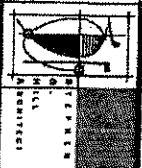


Exhibit B Page 8 of 18

Escapes! to
The Shores at
Orange Beach, AL



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ACCE88IBLE UNIT KEY NOTES

- [illegible]

Escapes! to
The Shores at
Orange Beach, AL

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1 ENLARGED ACCESSIBLE UNIT FLOOR PLAN (FIFTH FLOOR)

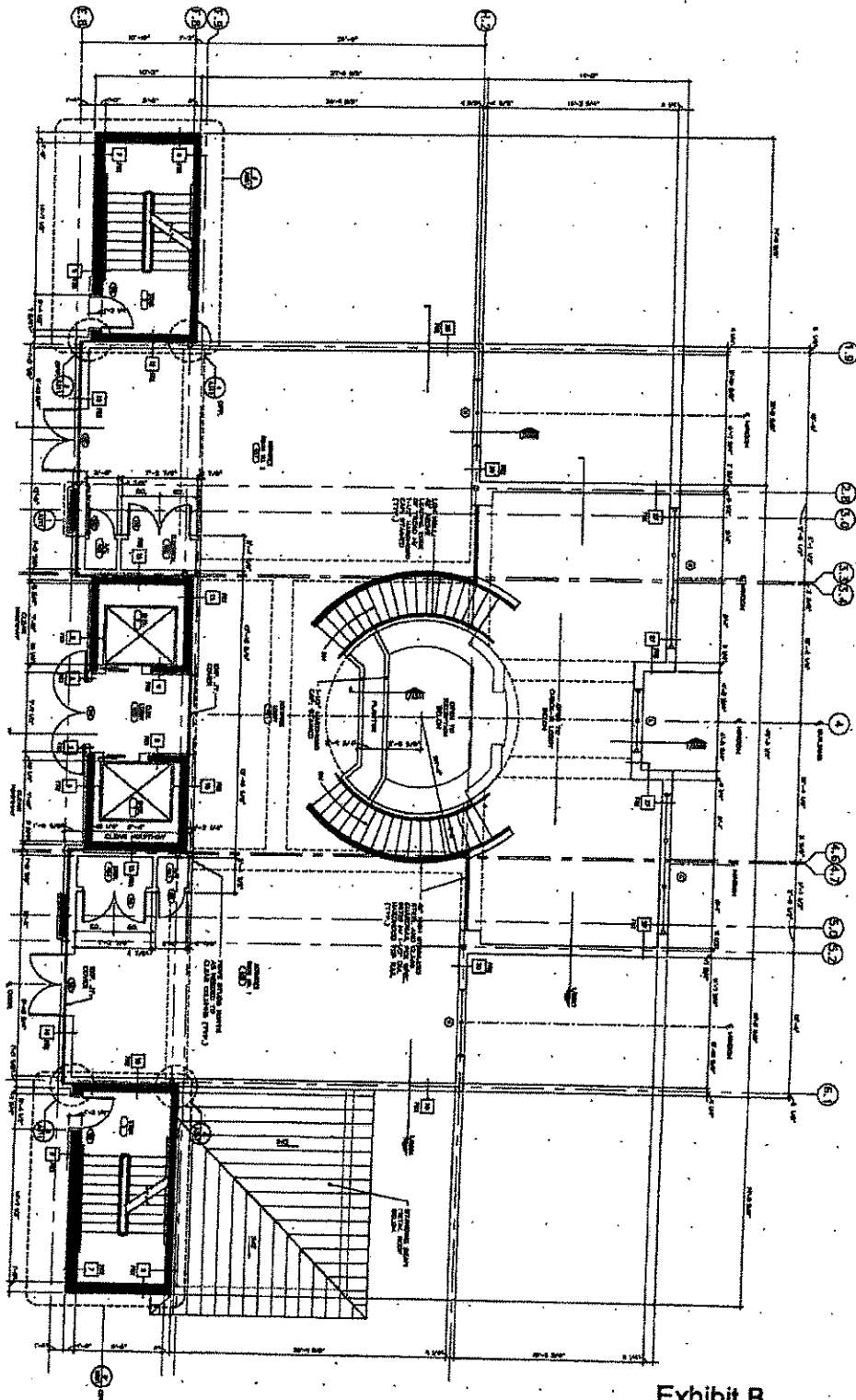


Exhibit B
Page 11 of 18

<i>Escapes! to The Shores at Orange Beach, AL</i>							
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DATE: 0-0-00 PROJECT: CHILDS SHEET: A305							

1 ENLARGED 17TH FLOOR PLAN

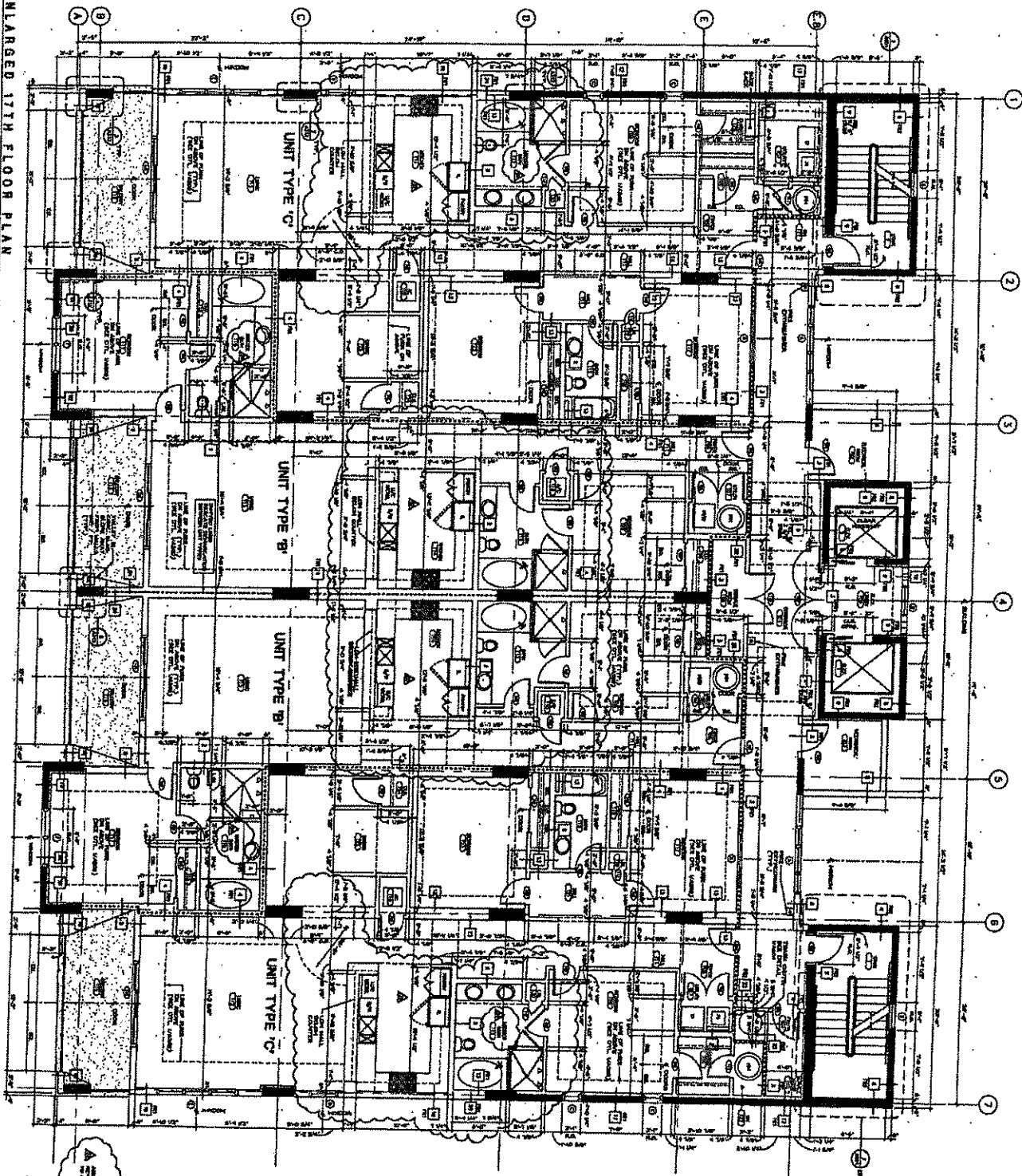
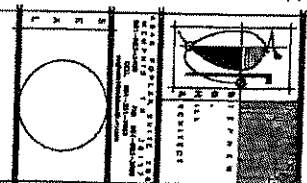


Exhibit B
Page 12 of 18

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Escapes! to
The Shores at
Orange Beach, AL



1 ENLARGED FIRST LEVEL PENTHOUSE PLAN

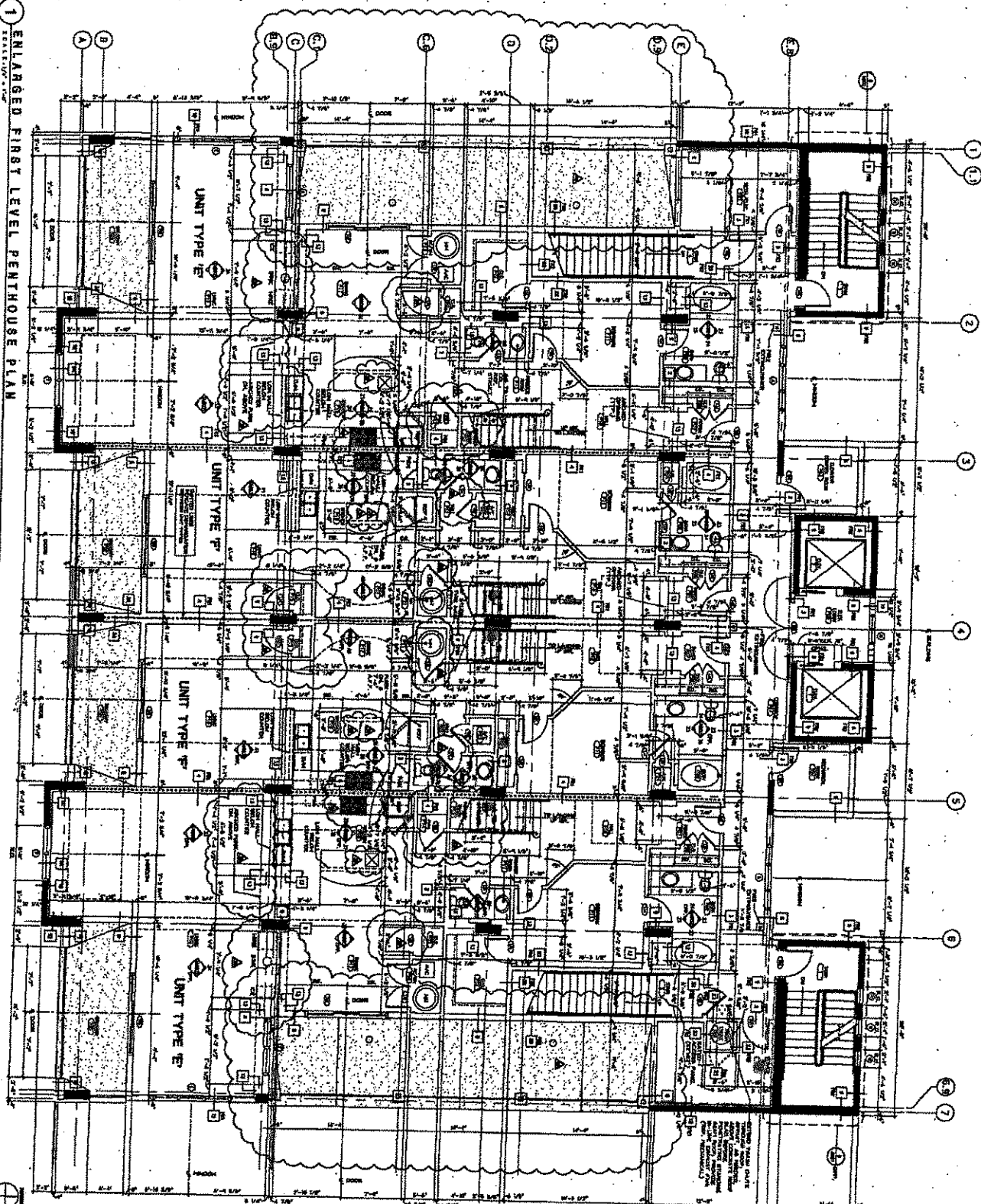
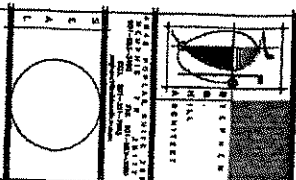


Exhibit B Page 13 of 18

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*Escapes! to
The Shores at
Orange Beach, AL*



PROJECT A307

1 ENLARGED SECOND LEVEL PENTHOUSE PLAN

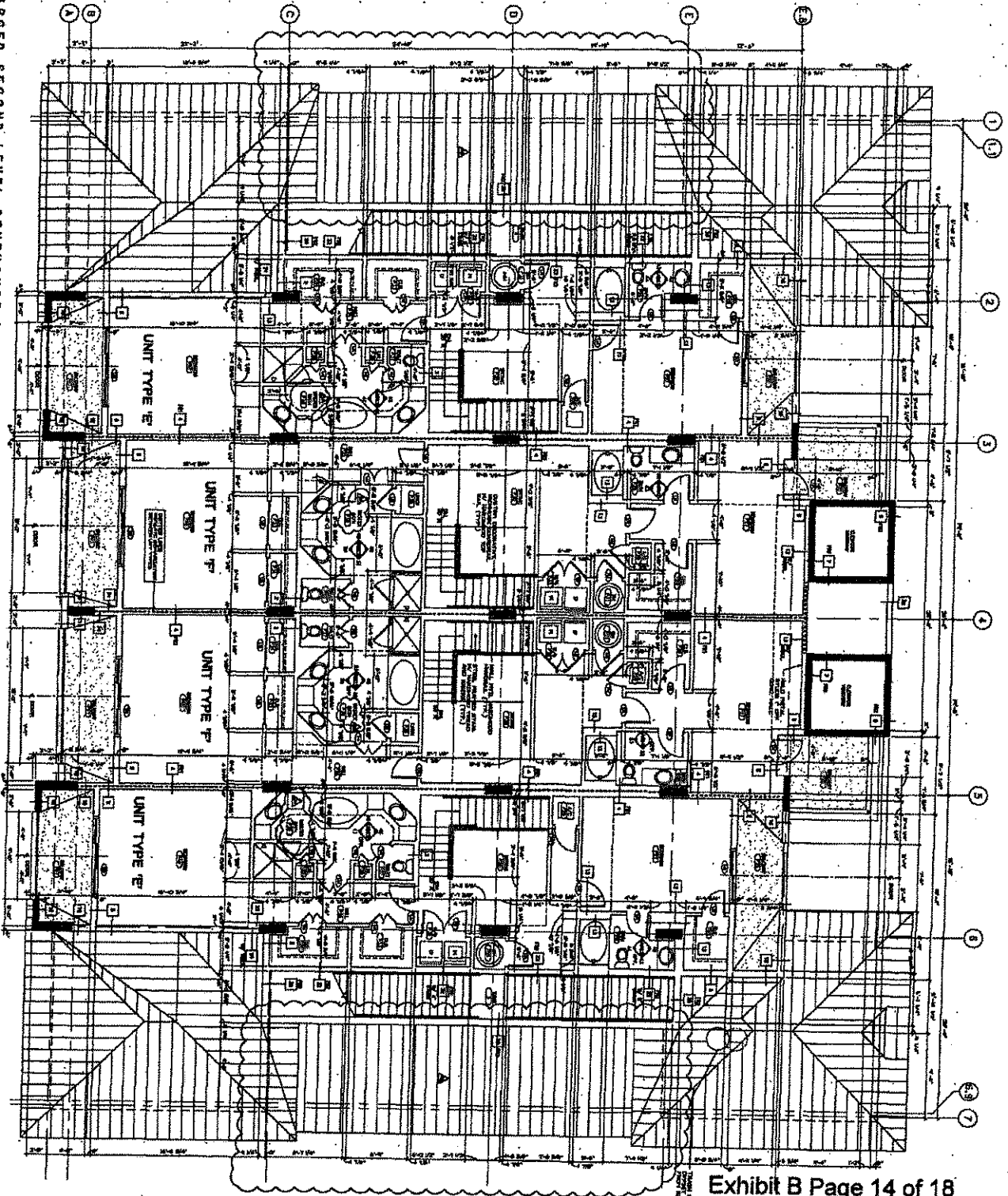
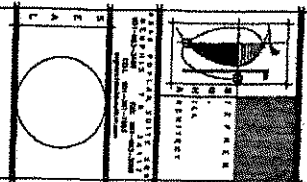


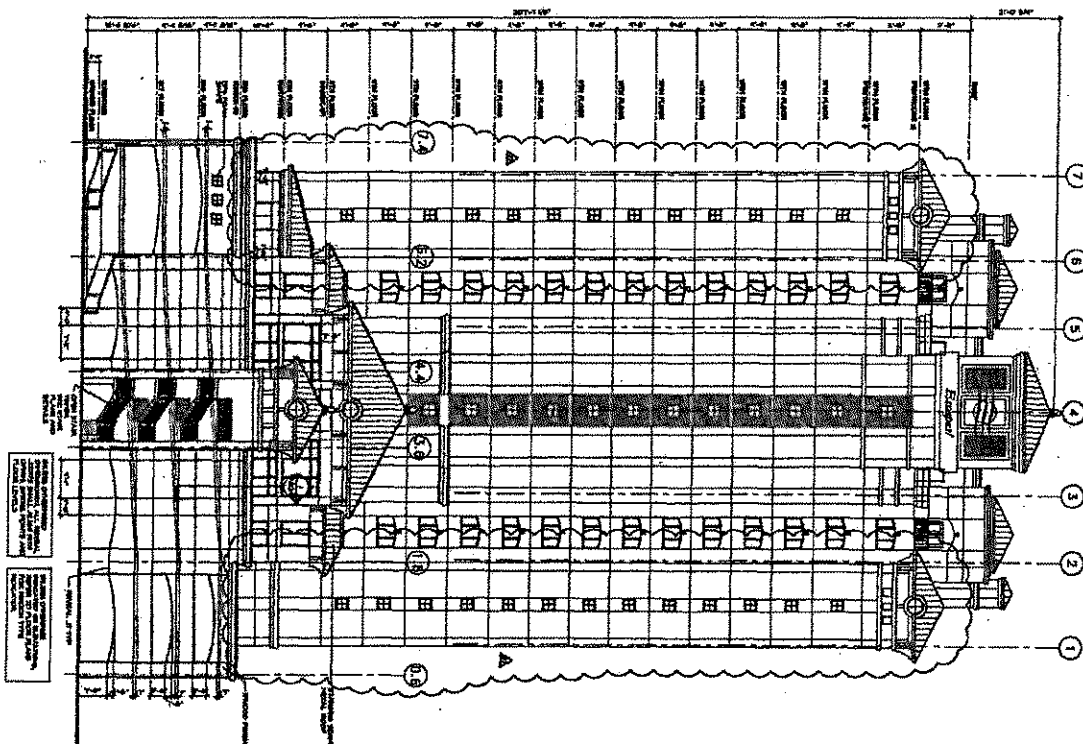
Exhibit B Page 14 of 18

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Escapes! to
The Shores at
Orange Beach, AL



SCALE: 2/11/01



554421: 3/20/87 07-4

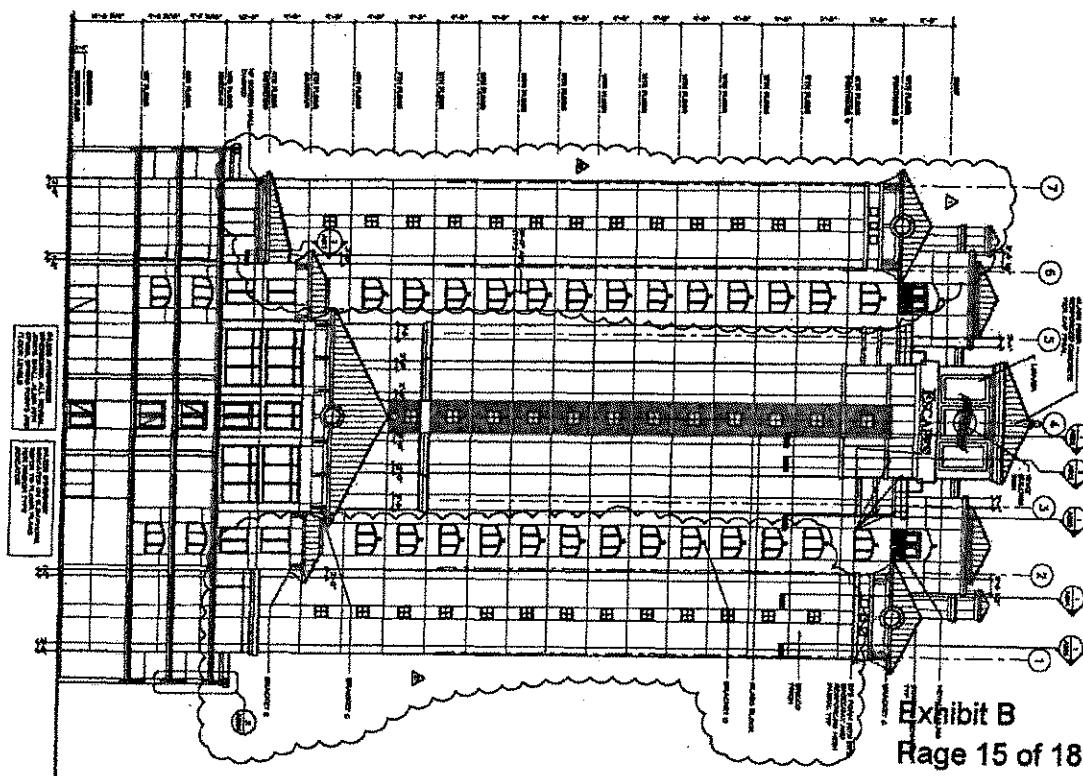
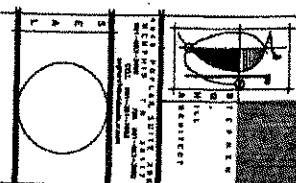


Exhibit B
Page 15 of 18

Escapes! to
The Shores at
Orange Beach, AL

[illegible]

1 EAST BUILDING ELEVATION

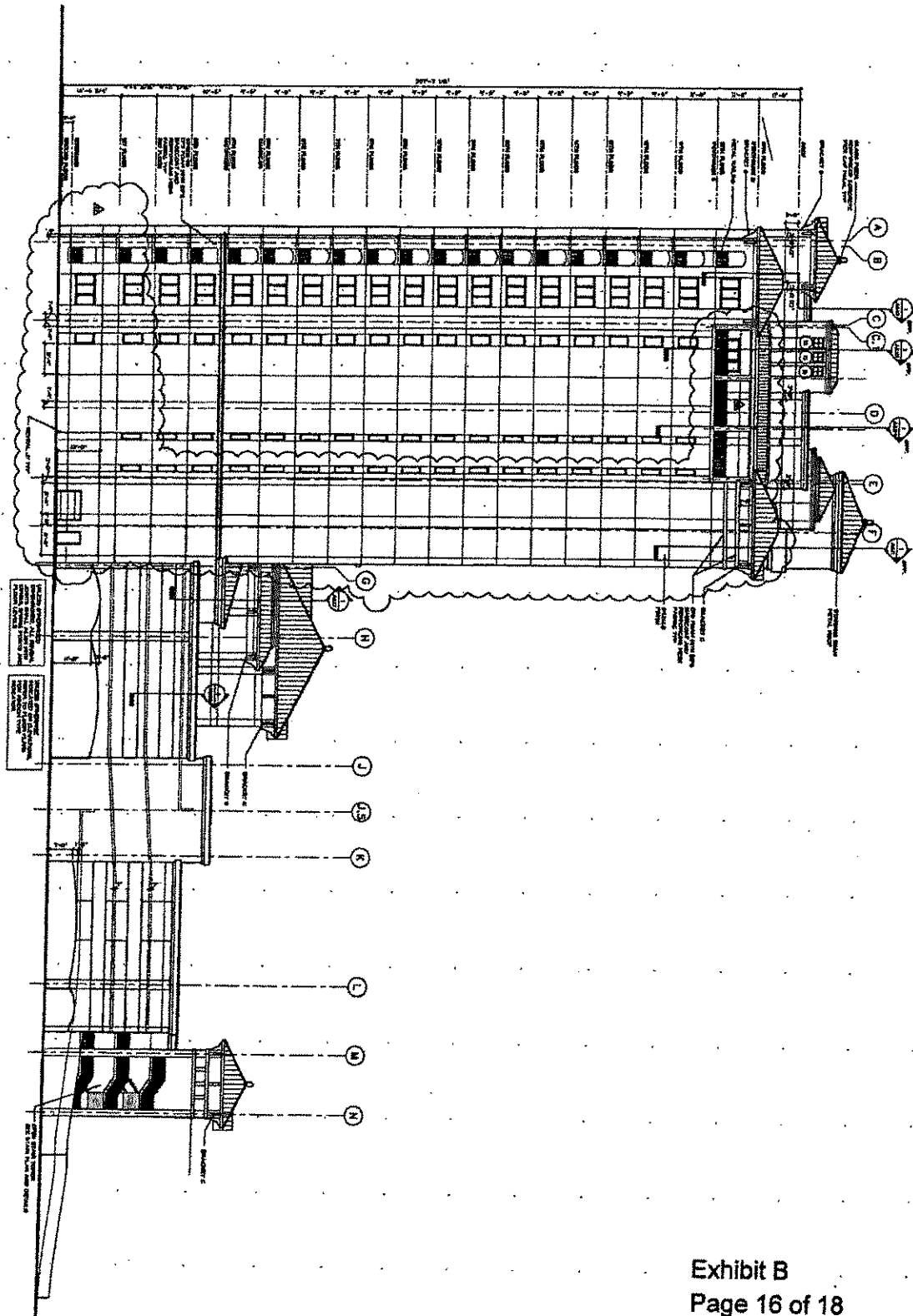
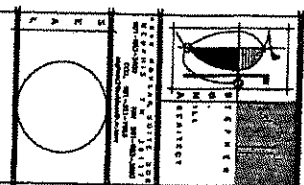


Exhibit B
Page 16 of 18

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Escapes! to
The Shores at
Orange Beach, AL



Architectural drawing of the rear elevation of the 10-story building. The drawing shows a grid of windows and doors, with a title block at the top left and a north arrow at the bottom center. The building is labeled "REAR ELEVATION" and "10-STORY BUILDING". The drawing is enclosed in a decorative border.

[illegible]

1 WEST BUILDING ELEVATION

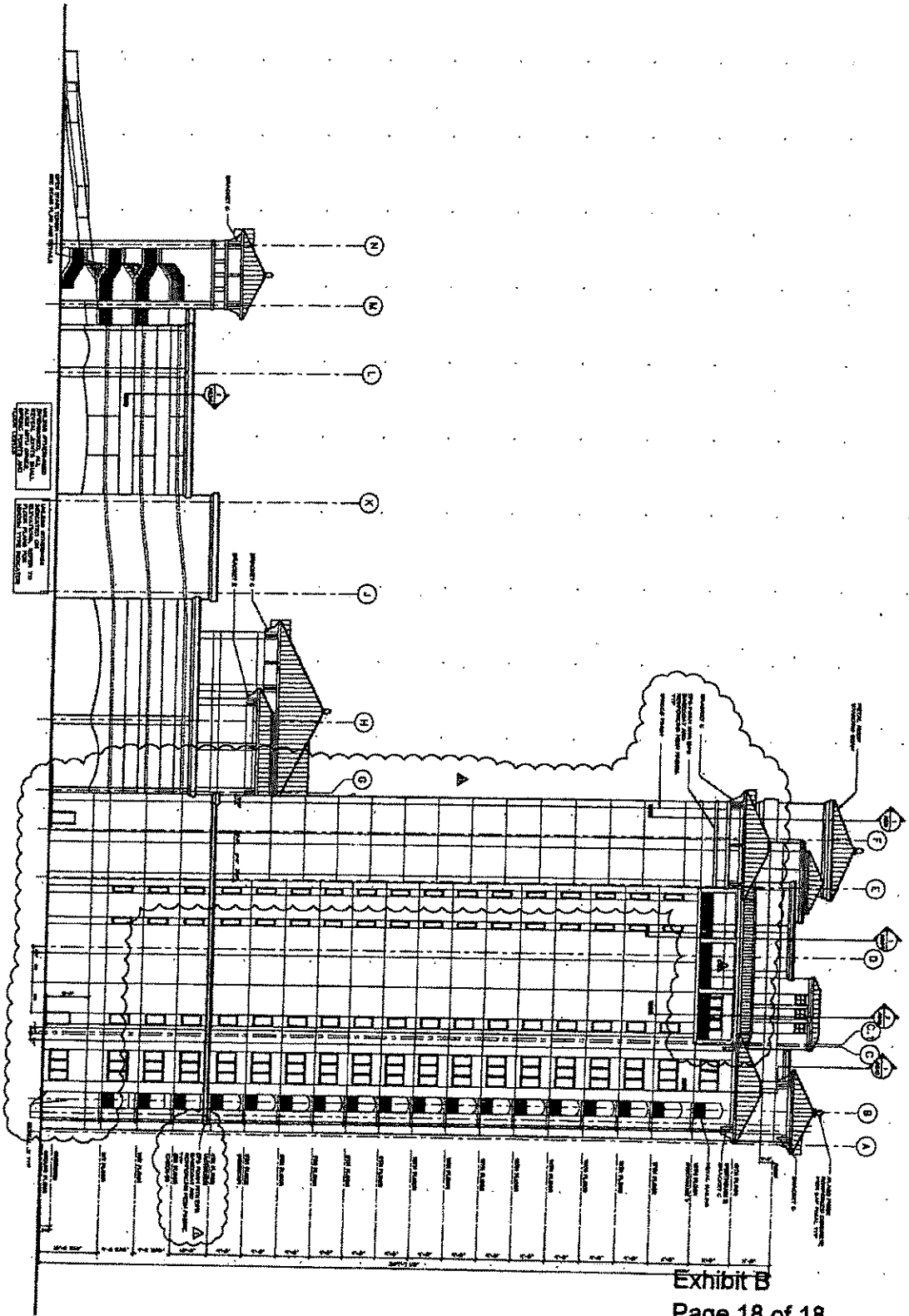


Exhibit B
Page 18 of 18

Escapes! to
The Shores at
Orange Beach, AL

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THE SHORES AT ORANGE BEACH, AL

THE SHORES AT ORANGE BEACH, AL

THE SHORES AT ORANGE BEACH, AL

**NATIONAL FLOOD INSURANCE PROGRAM V-ZONE CERTIFICATE
FOR REGISTERED ENGINEERS AND ARCHITECTS**

Name ESCAPES TO THE SHORES Policy Number (Insurance Co. Use) _____
Building Address or Other Description 24060 PERDIDO BEACH BLVD
City ORANGE BEACH State ALABAMA Zip Code 36561 Date 5-5-06

SECTION I: Flood Insurance Rate Map (FIRM) Information

Community No. 015011 Panel No. 6 Suffix K Date of Index 6/17/02 Flood Zone VE, X
01003C0838

SECTION II: Elevation Information

Note: This Certificate is not a substitute for an Elevation Certificate

1. Elevation of the Bottom of Lowest Horizontal Structural Member.....	<u>15.33</u> feet NAVD 88
2. Base Flood Elevation (BFE).....	<u>12.0</u> feet NAVD 88
3. Elevation of Lowest Adjacent Grade.....	<u>13.0</u> feet NAVD 88
4. Appropriate Depth of Anticipated Scour/Erosion Used for Foundation Design.....	<u>10</u> feet NAVD 88
5. Embedment Depth of Piling or Foundation Below Adjacent Grade.....	<u>70</u> feet NAVD 88

SECTION III: V-Zone Certification Statement

Note: This section must be certified by a registered professional engineer or architect.

I certify that I have developed or reviewed the structural design, plans and specifications for construction and that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following provisions:

- > The bottom of the lowest horizontal structural member of the lowest floor (excluding the piles or columns) is elevated three feet above the BFE, and
- > The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of the wind and water loads acting simultaneously on all building components. Water loading values used are those associated with the base flood, including wave action. Wind loading values used are those required by the applicable state or local building code. The potential for scour and erosion at the foundation has been anticipated for conditions associated with the flood, including wave action.
- > That all new construction and substantial improvement is located landward of the reach of the mean high tide.
- > There is no alteration of sand dunes or mangrove stands which will increase potential flood damage as stated in its Code of Federal Regulations (CFR) for the National Flood Insurance Program: 44 CFR Parts 59, 60, 65 and 70.

SECTION IV: Breakaway Wall Certification Statement

Note: This section must be certified by a registered professional engineer or architect.

I certify that I have developed or reviewed the structural design, plans and specifications for construction and that the design and methods of construction to be used for the breakaway walls are in accordance with accepted standards of practice for meeting the following provisions:

- > Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and
- > The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (wind and wave loading values defined in Section III).

SECTION V: CERTIFICATION

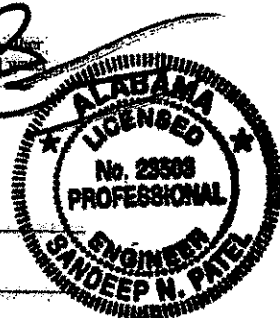
Signature below certifies: X Section III X Section IV

Certifier's Name (printed) SANDEEP PATEL (signature) _____

Title PRESIDENT License Number 23503

Street Address 7171 HIGHWAY 6 NORTH City HOUSTON

State TEXAS Zip Code 77095 Telephone No. 281 583 7088



5/5/06

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expires February 28, 2009

Important: Read the instructions on pages 1-8.

SECTION A - PROPERTY INFORMATION

A1. Building Owner's Name <u>Escapes, Inc.</u>		For Insurance Company Use:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. <u>24060 Perdido Beach Boulevard</u>		Policy Number
City <u>Orange Beach</u> State <u>AL</u> ZIP Code <u>36561</u>		Company NAIC Number
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.) <u>Lot 4 Block "B" subdiv 2 of fractional sec 18 township 9 S range 5 E as recorded in Map Book 5 pg 133 Baldwin Cty Probate Rcd</u>		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) <u>Residential</u>		
A5. Latitude/Longitude: Lat. <u>N 30d 15' 42.39"</u> Long. <u>W 087d 36' 48.55"</u>		Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number <u>1</u>		
A8. For a building with a crawl space or enclosure(s), provide: a) Square footage of crawl space or enclosure(s) _____ sq ft b) No. of permanent flood openings in the crawl space or enclosure(s) walls within 1.0 foot above adjacent grade _____ sq in c) Total net area of flood openings in A8.b _____ sq in		A9. For a building with an attached garage, provide: a) Square footage of attached garage _____ sq ft b) No. of permanent flood openings in the attached garage walls within 1.0 foot above adjacent grade _____ sq in c) Total net area of flood openings in A9.b _____ sq in

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number <u>City of Orange Beach, 015011</u>		B2. County Name <u>Baldwin</u>		B3. State <u>Alabama</u>	
B4. Map/Panel Number <u>01003C0838</u>	B5. Suffix <u>K</u>	B6. FIRM Index Date <u>June 17, 2002</u>	B7. FIRM Panel Effective/Revised Date <u>June 17, 2002</u>	B8. Flood Zone(s) <u>X, VE (unshaded)</u>	B9. Base Flood Elevation(s) (Zone AO, use base flood depth) <u>12</u>

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9.

☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe) _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other (Describe) _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date _____ ☐ CBRS ☐ OPA

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete items C2.a-g below according to the building diagram specified in Item A7.
Benchmark Utilized _____ Vertical Datum _____
Conversion/Comments _____

Check the measurement used.

a) Top of bottom floor (including basement, crawl space, or enclosure floor)	<u>18.0</u>	☒ feet ☐ meters (Puerto Rico only)
b) Top of the next higher floor	<u>32.5</u>	☒ feet ☐ meters (Puerto Rico only)
c) Bottom of the lowest horizontal structural member (V Zones only)	<u>15.33</u>	☒ feet ☐ meters (Puerto Rico only)
d) Attached garage (top of slab)	<u>15.5</u>	☒ feet ☐ meters (Puerto Rico only)
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment in Comments)	<u>16.0</u>	☒ feet ☐ meters (Puerto Rico only)
f) Lowest adjacent (finished) grade (LAG)	<u>13.0</u>	☒ feet ☐ meters (Puerto Rico only)
g) Highest adjacent (finished) grade (HAG)	<u>15.92</u>	☒ feet ☐ meters (Puerto Rico only)

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

☐ Check here if comments are provided on back of form.

Certifier's Name <u>SANDEEP PATEL</u>		License Number <u>23503</u>	
Title <u>PRESIDENT</u>		Company Name <u>STERLING ENGINEERING & DESIGN GROUP</u>	
Address <u>771 HIGHWAY 6 NORTH</u>		City <u>HOUSTON</u>	
State <u>TX</u>		ZIP Code <u>77095</u>	
Signature <u>SANDEEP PATEL</u>		Date <u>281 523 7028</u>	
Telephone <u>281 523 7028</u>			



IMPORTANT: In these spaces, copy the corresponding information from Section A.		For Insurance Company Use:	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 24060 Perdido Beach Boulevard		Policy Number:	
City Orange Beach State AL ZIP Code 36561		Company NAIC Number	

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments C2.E - Electrical Switchgear - 20.08' Domestic Water Pump - 16.00' Fire Pump - 16.00' Backup Generator - 19.5'
B12 and 13 - As scaled from the FIRM, the proposed building appears to lie solely in Flood Zone "VE," coastal flood with velocity hazard (wave action), base flood elevation determined to be 12'.

Signature

Date

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1-E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1-E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawl space, or enclosure) is 0.08 ☒ feet ☐ meters ☒ above or ☐ below the HAG.
- b) Top of bottom floor (including basement, crawl space, or enclosure) is 3.0 ☒ feet ☐ meters ☒ above or ☐ below the LAG.
- E2. For Building Diagrams 6-8 with permanent flood openings provided in Section A Items 8 and/or 9 (see page 8 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is 16.58 ☒ feet ☐ meters ☒ above or ☐ below the HAG.
- E3. Attached garage (top of slab) is 0.42 ☒ feet ☐ meters ☐ above or ☒ below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is 3.58 ☒ feet ☐ meters ☒ above or ☐ below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F - PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner's or Owner's Authorized Representative's Name
Tom Reddin

Address 903 North 47th Street

City Rogers

State AR

ZIP Code 75756

Signature

Date

Telephone 479.246.6602

Comments

☐ Check here if attachments

SECTION G - COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8 and G9.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. ☐ The following information (Items G4-G9) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
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G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters (PR) Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters (PR) Datum _____

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments

☐ Check here if attachments

Shores Exhibit "C" - Unit Share of Common Expense and Common Elements

Unit Type	# Units	Square Footage per Unit*	Square Footage per Unit x # of Units	% share of all Unit Types in Total Common Expenses and Common Elements	Unit Type	Individual Unit % Share of Total Common Expenses and Common Elements
	(a)	(b)	(a) x (b) = (c)	(c) / 152254 = (d)		(d) / (a)
A	16	1,683	26,928	17.6862%	A	1.1054%
B	34	1,669	56,746	37.2706%	B	1.0962%
C	17	2,323	39,491	25.9376%	C	1.5257%
C 17th floor East	1	2,235	2,235	1.4679%	C 17th floor East	1.4679%
D	16	595	9,520	6.2527%	D	0.3908%
E	2	3,334	6,668	4.3795%	E	2.1898%
F	2	2,866	5,732	3.7648%	F	1.8824%
Residential Units	88		147,320			
Commercial Unit	1	4,934	4,934	3.2406%	Commercial Unit	3.2406%
Total Units	89		152,254	100.0000%		
A	16	2 bedroom 2 bath				
B	34	2 bedroom 2 bath				
C	17	3 bedroom 2 bath				
C 17th Floor East	1	3 bedroom 2 bath				
D	16	1 bedroom 1 bath				
E	2	3 bedroom 3.5 bath				
F	2	3 bedroom 3.5 bath				
Commercial Unit	1	Commercial Unit				
Total Units	89					

* - Square Footage is calculated to outside face of exterior walls and centerline of demising and corridor walls

In the event that the Developer should add additional Units to the Condominium, the square footage of the additional Units will be included under the above formula, and the formula will then be ratably applied to all Units. Thus, each Unit would continue to bear an interest in the Common Elements and Common Expenses corresponding to that Unit's square footage divided by the square footage of all Units in the resulting Condominium.

Exhibit C

**Escapes to The Shores
Unit Layout**



EAST



WEST

PH	1801 Unit "E" (3BR/3 1/2BA) 3334 Ft. ² 2 Story Penthouse Unit	1802 Unit "F" (3BR/3 1/2BA) 2866 Ft. ² 2 Story Penthouse Unit	1803 Unit "F" (3BR/3 1/2BA) 2866 Ft. ² 2 Story Penthouse Unit	1804 Unit "E" (3BR/3 1/2BA) 3334 Ft. ² 2 Story Penthouse Unit
PH 18th & 19th	1701 Unit "C" (3BR/2BA) 2235 Ft. ² Single Level Penthouse Unit	1702 Unit "B" (2BR/2BA) 1669 Ft. ² Single Level Penthouse Unit	1703 Unit "B" (2BR/2BA) 1669 Ft. ² Single Level Penthouse Unit	1704 Unit "C" (3BR/2BA) 2323 Ft. ² Single Level Penthouse Unit
PH 17th	1601 Unit "A" (2BR/2BA) 1683 Ft. ²	1602 Unit "D" (1BR/1BA) 595 Ft. ² *	1603 Unit "B" (2BR/2BA) 1669 Ft. ² *	1604 Unit "B" (2BR/2BA) 1669 Ft. ²
16th	1501 Unit "A" (2BR/2BA) 1683 Ft. ²	1502 Unit "D" (1BR/1BA) 595 Ft. ² *	1503 Unit "B" (2BR/2BA) 1669 Ft. ² *	1504 Unit "B" (2BR/2BA) 1669 Ft. ²
15th	1401 Unit "A" (2BR/2BA) 1683 Ft. ²	1402 Unit "D" (1BR/1BA) 595 Ft. ² *	1403 Unit "B" (2BR/2BA) 1669 Ft. ² *	1404 Unit "B" (2BR/2BA) 1669 Ft. ²
14th	1301 Unit "A" (2BR/2BA) 1683 Ft. ²	1302 Unit "D" (1BR/1BA) 595 Ft. ² *	1303 Unit "B" (2BR/2BA) 1669 Ft. ² *	1304 Unit "B" (2BR/2BA) 1669 Ft. ²
13th	1201 Unit "A" (2BR/2BA) 1683 Ft. ²	1202 Unit "D" (1BR/1BA) 595 Ft. ² *	1203 Unit "B" (2BR/2BA) 1669 Ft. ² *	1204 Unit "B" (2BR/2BA) 1669 Ft. ²
12th	1101 Unit "A" (2BR/2BA) 1683 Ft. ²	1102 Unit "D" (1BR/1BA) 595 Ft. ² *	1103 Unit "B" (2BR/2BA) 1669 Ft. ² *	1104 Unit "B" (2BR/2BA) 1669 Ft. ²
11th	1001 Unit "A" (2BR/2BA) 1683 Ft. ²	1002 Unit "D" (1BR/1BA) 595 Ft. ² *	1003 Unit "B" (2BR/2BA) 1669 Ft. ² *	1004 Unit "B" (2BR/2BA) 1669 Ft. ²
10th	901 Unit "A" (2BR/2BA) 1683 Ft. ²	902 Unit "D" (1BR/1BA) 595 Ft. ² *	903 Unit "B" (2BR/2BA) 1669 Ft. ² *	904 Unit "B" (2BR/2BA) 1669 Ft. ²
9th	801 Unit "A" (2BR/2BA) 1683 Ft. ²	802 Unit "D" (1BR/1BA) 595 Ft. ² *	803 Unit "B" (2BR/2BA) 1669 Ft. ² *	804 Unit "B" (2BR/2BA) 1669 Ft. ²
8th	701 Unit "A" (2BR/2BA) 1683 Ft. ²	702 Unit "D" (1BR/1BA) 595 Ft. ² *	703 Unit "B" (2BR/2BA) 1669 Ft. ² *	704 Unit "B" (2BR/2BA) 1669 Ft. ²
7th	601 Unit "A" (2BR/2BA) 1683 Ft. ²	602 Unit "D" (1BR/1BA) 595 Ft. ² *	603 Unit "B" (2BR/2BA) 1669 Ft. ² *	604 Unit "B" (2BR/2BA) 1669 Ft. ²
6th	501 Unit "A" (2BR/2BA) 1683 Ft. ² Handicap Unit	502 Unit "D" (1BR/1BA) 595 Ft. ² Handicap Unit	503 Unit "B" (2BR/2BA) 1669 Ft. ² Handicap Unit	504 Unit "B" (2BR/2BA) 1669 Ft. ² Handicap Unit
5th HC	401 Unit "A" (2BR/2BA) 1683 Ft. ²	402 Unit "D" (1BR/1BA) 595 Ft. ² *	403 Unit "B" (2BR/2BA) 1669 Ft. ² *	404 Unit "B" (2BR/2BA) 1669 Ft. ²
4th	301 Unit "A" (2BR/2BA) 1683 Ft. ²	302 Unit "D" (1BR/1BA) 595 Ft. ² *	303 Unit "B" (2BR/2BA) 1669 Ft. ² *	304 Unit "B" (2BR/2BA) 1669 Ft. ²
3rd	201 Unit "A" (2BR/2BA) 1683 Ft. ²	202 Unit "D" (1BR/1BA) 595 Ft. ² *	203 Unit "B" (2BR/2BA) 1669 Ft. ² *	204 Unit "B" (2BR/2BA) 1669 Ft. ²
2nd	101 Unit "A" (2BR/2BA) 1683 Ft. ²	102 Unit "D" (1BR/1BA) 595 Ft. ² *	103 Unit "B" (2BR/2BA) 1669 Ft. ² *	104 Unit "B" (2BR/2BA) 1669 Ft. ²
1st				
Ground Floor ~ Amenities	Hot Tub	Indoor Pool	Fitness Room	Sauna
				Steam Room

Exhibit D

* Shared Foyer Area square footage - All D Units share a Limited Common Element foyer with certain B Units. Such Shared Foyer has 86 square feet.

Thus, B Units with a Shared Foyer have 1583 square feet + 86 square feet of Shared Foyer space totaling=1,669 square feet. Likewise, D Units with a Shared Foyer have 509 square feet + 86 square feet of Shared Foyer space totaling=595 square feet. See Exhibit "F" for more detail concerning square footage of the Units.

Escapes to The Shores Commercial Unit Designations

Plan Designation Name	Plan Designation Number	Square Feet
Check-In Level (3rd Floor)		
CHECK-IN LOBBY	301	835
RECEPTION	302	202
CLOSET	303	9
CLOSET	304	9
RETAIL	305	120
CORRIDOR	306	548
OFFICE	307	129
CORRIDOR	308	63
MEN	309	46
WOMEN	310	46
LAUNDRY	311	306
A/C	312	8
A/C	313	8
REFRESHMENT CENTER	314	72
MAINTENANCE WORKSHOP	315	119
MAINTENANCE MANAGER	316	136
CLOSET	317	13
CLOSET	318	13
PROPERTY MANAGER	319	154
COMMUNICATIONS	320	89
Total Check-In Level		2,925
Activities Level (4th Floor)		
ACTIVITIES LOBBY	401	371
ACTIVITIES ROOM NO. 2	402	788
A/C	403	9
STORAGE	404	22
ELECTRICAL	405	22
A/C	406	9
ACTIVITIES ROOM NO. 1	407	788
Total Check-In Level		2,009
GRAND TOTAL BOTH LEVELS		4,934

Exhibit E

ESCAPES! to The Shores at Orange Beach

June 21, 2007

FLOOR	Unit "A" (2BR/2BA)	Unit "B" w/ Shared Foyer (2BR/2BA)	Unit "B" no Shared Foyer (2BR/2BA)	Unit "C" ~ Typ. (3BR/2BA)	Unit "C" ~ 17E (3BR/2BA)	Unit "D" (1BR/1BA)	Unit "E" (3BR/3 1/2BA)	Unit "F" (3BR/3 1/2BA)	Totals
1 thru 16	16	16	16	16	0	16	0	0	80
17	0	2	0	1	1	0	0	0	4
18 and 19	0	0	0	0	0	0	2	2	4
Total No. Each Unit:	16	16	18	17	1	16	2	2	88
Area per unit w/o balconies (SqFt)	1,683	1,583	1,669	2,323	2,235	509	3,334	2,866	
Add Shared Foyer Area (Limited Common Element) **	0	86	0	0	0	86	0	0	
Area per unit including Shared Foyers (SqFt) BASIS	1,683	1,669	1,669	2,323	2,235	595	3,334	2,866	
Add Balconies (Limited Common Element)	160	151	151	160	160	0	345	363	
Add Covered Patio (Limited Common Element)							420		
Area per unit incl. all Limited Common	1,843	1,820	1,820	2,483	2,395	595	4,099	3,229	
** Shared Foyer Area square footage - All D Units share a Limited Common Element foyer with certain B Units. Such Shared Foyer has 86 square feet.									
Note: Areas are calculated to outside face of exterior walls and centerline of demising and corridor walls.									

The Real Property described under Paragraph 3.01 is also subject to the following:

1. Subdivision Regulations of the City of Orange Beach, Alabama as recorded at Instrument 1028536, and any amendments thereto.
2. The survey attached to this Declaration.
3. The easement granted Baldwin County Electric Membership Corporation by Escapes!, Inc. dated October 23, 2006, and recorded at Instrument 1045264.