

2008

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 11/18/2021 3:01 PM
TOTAL \$ 25.00
5 Pages

1959083



*This Instrument was prepared by:
Kevin Hays, Attorney at Law
112 North Hoyle Avenue
Bay Minette, AL 36507*

**STATE OF ALABAMA
COUNTY OF BALDWIN**

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
THE OAKS OF FAIRHOPE**

This FIRST Amendment to the Declaration of Covenants and Restrictions for The Oaks of Fairhope ("Amendment") is made as of this 30th day of September, 2021 by Sean T. McClay and Kristina J. Gordon-McClay ("Declarant"), for itself and its successors, grantees, assignees and/or their transferees.

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants and Restrictions for The Oaks of Fairhope (the "Declaration") on June 16, 2020, and said Declaration was duly recorded on June 17, 2020 at Instrument #1836286 in the Probate Office of Baldwin County, Alabama;

WHEREAS, the Declarant reserved the unilateral right to amend the Declaration for the purpose of clarification of the original and initial covenants and to codify additional covenants that were not included in the original Declaration; and

WHEREAS, the Declarant desires to add the following provisions to the Declaration, which shall serve to clarify the original Declaration or to add covenants to the original Declaration that were contemplated but not originally inserted into the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration in accordance with the following:

Paragraph 7 shall now be read as follows:

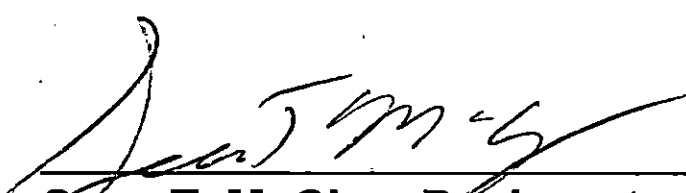
7. If a swimming pool is to be constructed on any lot in the subdivision, it must be of Gunit construction. **Fiberglass and vinyl constructed pools shall also be allowed.** There shall be no above-ground pools or underground pools with plastic liner allowed in the subdivision.

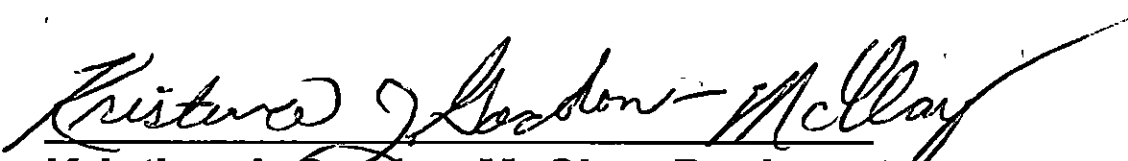
New Paragraph 8

8. **Driveway Maintenance.** Declarant will install a private driveway to accommodate all three lots at his own expense. Afterwards, anytime the driveway is in need of maintenance, repair or general upkeep, the costs of such repairs, maintenance and upkeep shall be divided as follows: Lot 3 will pay 50% of the total cost; Lot 2 will pay 33 1/3% of the total cost; and Lot 1 will pay 16.7% of the total cost. If the reason for repair is due to construction vehicles or other vehicles associated with work being performed in connection with a particular lot being on the driveway, then the individual lot owner shall be held financially responsible for the extra wear and tear due to the construction vehicles or extra vehicles traversing the driveway. The owner(s) of Lot 1 shall have the option to opt out of the driveway maintenance portion at any time if the owners of Lot 1 decide to install their own driveway off of Boothe Rd and not use the shared driveway.

The Declaration, as amended hereby, is hereby ratified and remains in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment effective as of the day and year first above written.

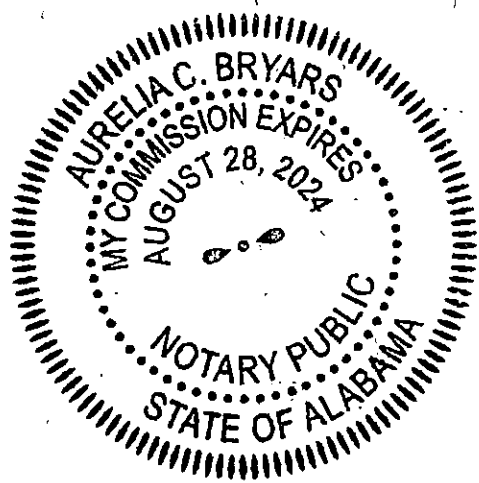

Sean T. McClay, Declarant

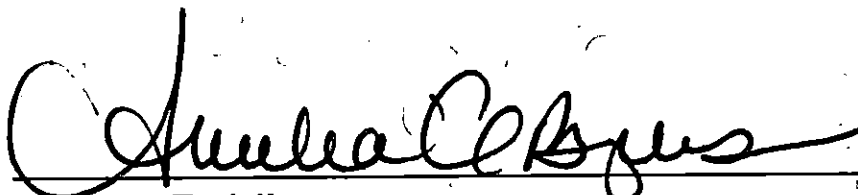

Kristina J. Gordon McClay, Declarant

**STATE OF ALABAMA
COUNTY OF BALDWIN**

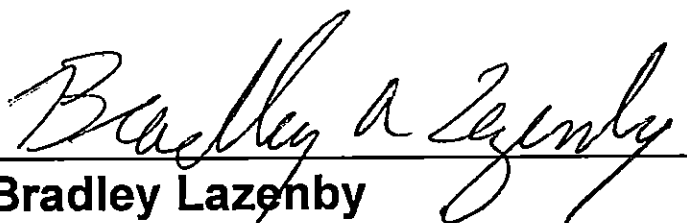
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Sean T. McClay and Kristina J. Gordon-McClay**, whose names are signed to the foregoing Instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily and with full authority as provided in the filing documents of the subdivision on the day the same bears date.

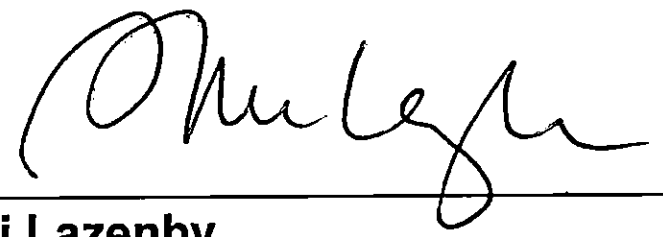
Given under my hand and official seal this 30th day of September, 2021.




Notary Public
Commission Expires: _____

Acknowledged and agreed by current property owners of LOT 1:


Bradley Lazenby

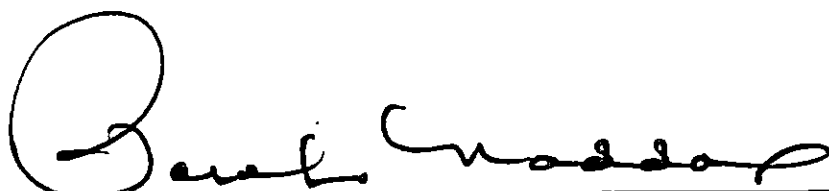

Sheri Lazenby

STATE OF ALABAMA
COUNTY OF BALDWIN

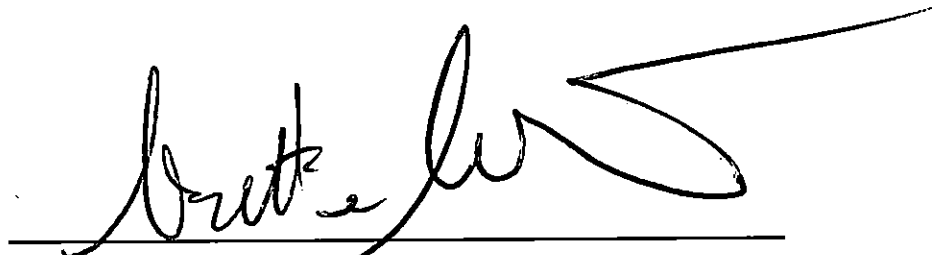
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Bradley Lazenby and Sheri Lazenby**, whose names are signed to the foregoing Instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of September, 2021.




Notary Public
Commission Expires: 7/26/2023

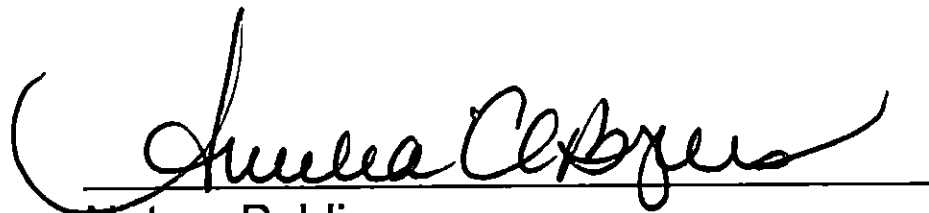
Acknowledged and agreed by current property owner of LOT 2:


Brett McClain Haskins

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Brett McClain Haskins**, whose name is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of September, 2021.


Notary Public
Commission Expires: _____



STATE OF ALABAMA)

COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 3/26/2009 1:47 PM
TOTAL \$ 35.00
5 Pages

1169294



ARTICLES OF INCORPORATION

OF

OAKS OF FAIRHOPE CONDOMINIUM OWNER'S
ASSOCIATION, INC.

Be it known that we, the undersigned natural persons, acting as Incorporators of a corporation organized under the laws of the State of Alabama, and in particular, the Alabama Nonprofit Corporation Act, 1975 Code of Alabama Sections 10-3A-1, et seq., do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

NAME

The name of the corporation shall be OAKS OF FAIRHOPE
CONDOMINIUM OWNER'S ASSOCIATION, INC.

ARTICLE II

DURATION

This corporation is and shall remain an Alabama corporation organized not for profit. There is no time period limit for the duration of this corporation and its existence shall be perpetual unless and until hereafter lawfully dissolved.

ARTICLE III

The Specific purposes for which the corporation is organized are to provide for the maintenance, preservation and architectural control of a Condominium as developed in Fairhope, Baldwin County, Alabama, known as OAKS OF FAIRHOPE, A

CONDOMINIUM, and the common areas and facilities located within

said condominium, and to promote the safety and welfare of the owner of lots therein,

and, for these purposes, it shall have the following powers:

- a. To exercise all of the powers and privileges and perform all of the duties and obligations of an association of owners as set forth in the Declaration of Declaration of Condominium of OAKS OF FAIRHOPE, A CONDOMINIUM, hereinafter referred to as the 'Declaration', to be recorded in the records of the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time as therein provided, which said Declaration is incorporated herein by reference as if fully set forth herein;
- b. To fix, levy, collect and enforce payment, by any lawful means, of all charges or assessments made pursuant to the terms of the Declaration; pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the corporation;
- c. To acquire (by gift, purchase, or otherwise) , own, hold, improve, build upon, operate, maintain, convey, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- d. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- e. To maintain and preserve said innovative subdivision and planned unit development and all improvements located thereon, make payments of taxes, insurance, repairs, and any other expenses necessary to the maintenance of the property as a planned unit development, pay the operating expenses of every kind and character whatsoever and make any other desirable improvements to said planned unit development from time to time as this corporation shall deem advisable and as the Declaration shall permit;
- f. To transact all business consistent with the purposes for which the corporation is organized, with the proceeds of all operations of the corporation to be retained by the corporation to be used in the payment of any indebtedness which may be incurred by the corporation and for such other purposes as may be lawful;
- g. To exercise all of the authority and powers given and granted unto an Alabama corporation organized pursuant to the Alabama Nonprofit

Corporation Act, as the same may be amended or supplemented from time to time; and

- h. To exercise all of the powers reasonably necessary to implement the objects and purposes of the corporation as hereinabove set forth (and of the Declaration), not inconsistent with the Constitution and Laws of the State of Alabama.

ARTICLE IV

MEMBERSHIP

This corporation shall issue no shares of stock of any kind or nature whatsoever.

Every person or entity who is a record owner of a unit in OAKS OF FAIRHOPE

A CONDOMINIUM shall be a member of the corporation, and only such owners shall be members. Membership shall be appurtenant to and may not be separated

from the ownership interest of unit which is subject to assessment by the corporation.

The members shall enjoy such qualification, rights and privileges as may be fixed by said declaration and by the Bylaws of the corporation.

ARTICLE V

REGISTERED OFFICE AND AGENT

The location and mailing address if the initial registered office of the corporation is 8998 Lake View Drive, Fairhope, 36532 and Matthew Dennis Byrne, is designated as the initial registered agent of the corporation as such address.

ARTICLE VI

GOVERNMENT

1. The number of Directors constituting the initial Board of Directors of the corporation is two (2), and the names and address of the persons who are to serve as the

Initial Directors are:

NAMES

ADDRESS

Matthew Dennis Byrne

8998 Lake View Drive
Fairhope, AL 36532

Michael Todd Boothe

P.O. Box 1351
Fairhope, AL 36533

2. The name and address of the initial incorporator of the corporation is as follows:

NAME

ADDRESS

Michael Todd Boothe

P.O. Box 1351
Fairhope, AL 36533

ARTICLE VII

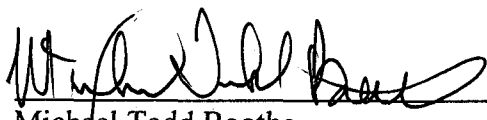
DISSOLUTION

The corporation may be dissolved in the manner provided by the laws of the State of Alabama, specifically the Alabama Nonprofit Corporation Act. Upon dissolution of the corporation, the assets of the corporation, if any, and all money received by the corporation from its operation, after the payment in full of all debts and obligation of the corporation of whatsoever kind and nature (or the making of adequate provision therefore), shall, subject to 1975 Code of Alabama Section 10-3A-141, be used and distributed equally among the then lessees of lots as defined in said Declaration.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these

Articles of Organization to be executed on this the 24 day of March,

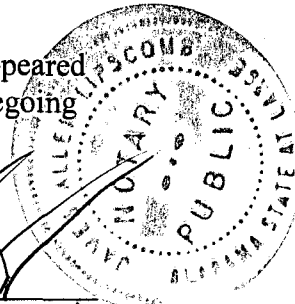
2009.

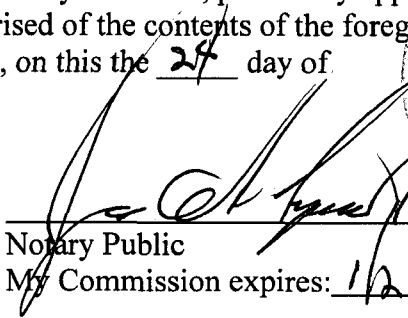

Michael Todd Boothe

STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me, a Notary Public of said County and State, personally appeared Michael Todd Boothe, and having been apprised of the contents of the foregoing instrument, did execute the same voluntarily, on this the 24 day of March, 2009.




Notary Public

My Commission expires: 12/31/2013

This Instrument prepared by
Alan Lipscomb
Attorney at Law
P.O. Box 471
Fairhope Alabama, 36533
(251) 928-0282



DECLARATION OF CONDOMINIUM

OAKS OF FAIRHOPE, A CONDOMINIUM

This Declaration of OAKS OF FAIRHOPE, a condominium (The "Declaration") is made this ___ day of March 2009, by Double B Investments, L.L.C. an Alabama limited liability company, (the "Developer" or "Declarant"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975, Section 35-8A-101 *Et seq.* (the "Act"), for the purpose of forming a condominium and establishing certain easements, covenants and restrictions to run with the land.

ARTICLE I: Submission of Property and Defined Terms

Section 1.01 Submission of Property

Section 1.02 Definitions

ARTICLE II: Description of Improvements and Development Plans

Section 2.01 Submission of Property for Phase I, II, III, IV, and V

Section 2.02 Identification of Units in Phase I

Section 2.03 Development Plans

Section 2.04 Subsequent Phases

Section 2.05 Incremental Phasing Amendment(s)

Section 2.06 No Assurances

ARTICLE III: Easements and Restrictions

Section 3.01 Easements and Restrictions

Section 3.02 Ownership of Common Elements and Limited Common Elements

Section 3.03 Common Elements and Limited Common Elements in any additional
Phase(s)

ARTICLE IV: Special Declarant Rights

Section 4.01 Amendment of Condominium Plan

Section 4.02 Right to Convert Units into Common Elements

ARTICLE V: Organization and Management

Section 5.01 Management of the Condominium Property

Section 5.02 Members

Section 5.03 By-Laws

ARTICLE VI: Assessments

Section 6.01 Liability, Lien and Enforcement

Section 6.02 Assessments

Section 6.03 Annual Budget

Section 6.04 Omission of Assessments

Section 6.05 Detailed Records

Section 6.06 Payment of Common Expenses and Limited Common Expenses by
Unit Owners

Section 6.07 Default in Payment of Assessments

Section 6.08 Election of Remedies

ARTICLE VII: Maintenance and Operation of the Condominium Property

Section 7.01 The Association's Obligation to Repair

Section 7.02 Each Owner's Obligation to Repair

Section 7.03 Alterations, Additions and Improvements by the Association

Section 7.04 Utilities

ARTICLE VIII: Restrictions on Use of Units, Common Elements

Section 8.01 Rules and Regulations of the Association

Section 8.02 Restrictions on Use

Section 8.03 Rights of Access

Section 8.04 Limitation of Liability

Section 8.05 Abatement of Violations

Section 8.06 Failure of the Association to Insist on Strict Performance; No Waiver

ARTICLE IX: Rights of Mortgagees

Section 9.01 Notification of Mortgagees Required

Section 9.02 Right of Inspection

Section 9.03 Required Reserve Funds and Working Capital Fund

Section 9.04 Priority of Mortgagees

Section 9.05 Request for Protection by Mortgagees

ARTICLE X: Casualty Loss and Insurance

Section 10.01 Responsibility of Owner; Separate Insurance Coverage

Section 10.02 Insurance to be maintained by the Association

Section 10.03 Governing Provisions

Section 10.04 Premiums

Section 10.05 Insurance Trustee

Section 10.06 Loss to Common Elements Only or Limited Common Areas

Section 10.07 Loss to Common Elements, Limited Common Elements and/or Private Elements

Section 10.08 Estimates of Repairs; Plans and Specification; Payment of Assessments

ARTICLE XI: Condemnation

Section 11.01 Condemnation Considered a Casualty Loss

Section 11.02 Partial Condemnation

Section 11.03 Association Appointed as Attorney-in-Fact for Unit Owners

ARTICLE XII: Termination

Section 12.01 Destruction of the Condominium Property

Section 12.02 Termination by Consent

Section 12.03 Association Appointed as Attorney-in-Fact for Unit Owners

ARTICLE XIII: Amendment

Section 13.01 Amendments by Developer

Section 13.02 Amendments by Unit Owners

Section 13.03 Effectiveness of Amendments

ARTICLE XIV: Control of the Association

Section 14.01 Election of the Board of Directors

Section 14.02 Notice of Meeting

Section 14.03 Status of Unsold Units

Section 14.04 Professional Management and Other Contracts

ARTICLE XV: Miscellaneous

Section 15.01 Rights and Powers of Successors and Assignees

Section 15.02 Headings

Section 15.03 Gender/Number

Section 15.04 Exhibits

Section 15.05 Invalidity and Severability

Section 15.06 Interpretation

Section 15.07 Conflict or Ambiguity

EXHIBITS:

Exhibit "A" Legal Description of Phase(s) I, II, III, IV, and V. **Phases II through V, inclusive need not be built.**

Exhibit "B" By-Laws of the Association

Exhibit "C" Easements and Restrictions of Record

Exhibit "D" Percentage Ownership of Common Elements

Exhibit "E" Fractional Share of Common Areas

Exhibit "F" Projected Operating Budget

ARTICLE I

SUBMISSION OF PROPERTY AND DEFINED TERMS

1.01 Submission of Property.

The Developer is the owner of certain real property located in Baldwin County, Alabama, more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, (the "Property" or "Condominium Property") on which is located certain buildings and other improvements. The Developer intends to develop the Condominium in no more than **Five (5)** phases, but reserves the right and option, in the sole discretion of Developer to develop **only the phase or phases** which market or other relevant conditions may dictate. **Phase I** will consist of **one (1)** building containing **ten (10)** Units, together with the appurtenant facilities described herein. It is the intent of the Developer that should all or a portion of the property described on Exhibit "A" hereto be improved by the construction of condominium Units and be submitted to the terms of this Declaration by amendments hereto as **Phase II through V inclusive** of the Condominium, such property shall be operated and administered as a Condominium in the same manner as **Phase I**.

It is the desire and intention of the Developer, by recording this Declaration, to submit the property set forth on Exhibit "A" hereto, together with all improvements, easements, rights and appurtenances thereto belonging, to the Act and create with respect to the Property, a condominium to be known as **OAKS OF FAIRHOPE, A CONDOMINIUM** ("Condominium") and to impose upon the Property mutually

beneficial restrictions under a general plan for the benefit of all of the Condominium Units and the Owners in Phase I and any subsequent Phase which is added to the Property by amendment or amendments to this Declaration, as hereinafter provided.

The Developer, upon recording this Declaration, does submit the property described on Exhibit "A" as the Condominium, Phase I, together with the improvements thereon, owned by the Developer, in fee simple absolute, to the provisions of the Alabama Uniform Condominium Act of 1991 (Code of Alabama 1975, Section 35-8A-101 *et seq.*) to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, improved and in any other manner utilized subject to the provisions of the Act and subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division thereof into condominium ownership and all of which shall run with the land and shall be binding on all parties (including Owners as hereinafter defined) having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each Owner of any portion of said Property or any interest therein, and shall inure to the benefit of and be binding upon each successor-in-interest to the Owners thereof.

This Declaration may be amended by the Developer without the consent of any Unit Owner, Mortgagee, or other person or entity 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 shall have the unilateral right, privilege and option from time to time at any time (subject to the provisions of this Declaration) to **subject all or any part of the property described in Exhibit "A", in one or more phases,** to the provisions of this Declaration.

1.02 Definitions.

Certain terms as used in this Declaration shall be defined as follows, unless the context indicates a different meaning there for, and shall be consistent with the meanings stated in the Act:

(A) "Act" shall mean the Alabama Uniform Condominium Act of 1991, Code of Alabama 1975, Section 35-8A-101 *et seq.*, as the same may be amended from time to time.

(B) "Association" shall mean **Oaks Of Fairhope Condominium Association, Inc.**, a nonprofit corporation organized pursuant to the Alabama Nonprofit Corporation Act, Code of Alabama 1975, Section 10-3A-1 *et seq.*

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

(D) "By-Laws" shall mean the By-Laws of the Association, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof for all purposes, providing for the self-government of the Condominium Property by the Association.

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

(F) all portions of the Condominium Property other than the Private Elements which are held or designed for the use and enjoyment of the Owners and shall include, but not be limited to, the following:

(a) the land

(c) areas (if any) designed as common areas;

(d) common powers lines, light, electricity, telephone and telecommunications cable, gas, fire protection, security buildings, cold and hot water, plumbing, reservoirs, water tanks and pumps, storm drains, sewer lines, flues, trash chutes, incinerators and the like, and all similar devices and installations existing for common use, but excluding all compartments or installations of utilities, telephone and telecommunications cable and services which exist for private use in the Private Elements;

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

(f) all common streets as described on the plat thereof;

(g) sidewalks, and/or common parking areas;

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

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

(j) furniture, appliances, equipment and any other personal property transferred or assigned by the Developer to the Association or from time to time owned or leased by the Association and held for use in common by the Owners.

(G) "Common Expenses" shall mean the expenses arising out of the operations and ownership of the Common Elements and shall include, but not be limited to, expenses of administration of the Common Elements of the Condominium Property; expenses of insurance; expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the Common Elements and any portion of a Unit maintained by the Association; any valid charge against the Condominium Property as a whole; any expenses declared to be Common Expenses by

the provisions of the Condominium Documents, as the same may be amended, from time to time, in accordance with the provisions thereof.

(H) "Common Surplus" shall mean the excess of all the receipts of the Association including, but not limited to, assessments, rents, profits and revenues over the amount of the Common Expenses.

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

(J) "Covenants" shall mean and refer to the Declaration of Covenants of **OAKS OF FAIRHOPE, A CONDOMINIUM**, and all amendments thereto.

(K) "Declaration of Condominium" or "Declaration" shall mean this Declaration of Condominium of **OAKS OF FAIRHOPE, A CONDOMINIUM**, as the same may be amended from time to time.

(L) "Developer" or "Declarant" means **Double B Investments, L.L.C.**, an Alabama limited liability company, and its successors and assigns, other than an Owner, who shall receive by assignment from **Double B. Investments, L.L.C.**, all, or a portion of its rights hereunder as the Developer, by an instrument expressly assigning such rights as the Developer to such assignee.

(M) "Development Rights" shall have the same meaning as is defined in the Act and as set forth in the Declaration.

(N) "Governmental Authority" shall mean any and all city, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property.

(O) "Institutional Mortgagee" shall mean and refer to (a) any federal or state chartered bank, trust company, life insurance company, federal or state savings and loan association, real estate investment trust or other recognized lending institution that normally and customarily engages in the business of making Mortgage loans, (b) any institutional or governmental purchaser of Mortgage loans in the secondary market, such as Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, and (c) any pension or profit-sharing trust that makes Mortgage loans or that purchases Mortgage loans in the secondary market, that holds a first Mortgage on any Unit that has been duly and properly recorded in the Probate Office of Baldwin County, AL.

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

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

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

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

(T) "Occupant" shall mean and include any Owner, the family members, guests, tenants, agents, servants, employees and invitees of any Owner and their respective family members, guests, tenants, agents, servants, employees, invitees and any other person who occupies or uses any Unit within the Property. All actions or omissions of any Occupant are and shall be deemed the actions or omissions of the Owner of such Dwelling or Unit.

(U) "Owner" or "Unit Owner" shall mean and refer to the record owner, including Developer, of fee simple title to any Unit, whether a corporate, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Unit at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Unit solely by virtue of a lease, contract, installment contract or other agreement.

(V) "Plan" or "Plat" shall mean the as-built Plan showing the Private Elements, and the Common Elements of the Condominium Property attached hereto **as Exhibit "C"**, and made a part hereof for all purposes, as such Plan may, from time to time, be amended.

(W) "Private Elements" or "Unit" shall mean the parts of the Condominium Property as set forth in the Plan intended for the exclusive ownership and possession by an Owner.

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

(Y) "Rules and Regulations" shall mean the Rules and Regulations concerning the use of **OAKS OF FAIRHOPE, A CONDOMINIUM** as adopted from time to time by the Board of Directors of the Association that are deemed necessary for the enjoyment of the Condominium Property, provided they are not in conflict with the Act, or the Condominium Documents.

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

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

An Individual Unit is used as a Residential Unit as provided for in this Declaration. The Residential Units shall be identified by using a **unique number**. By way of example the units in Phase I shall be from 1 through 5 inclusive for the downstairs units and 6 through 10 inclusive for the upstairs units. All unit numbers are determined beginning from left to right as viewed from the parking lot. Phase II through IV (if constructed) shall be numbered in a similar manner with the downstairs units beginning with the number immediately following the latest number in the previous phase and continuing from left to right for the downstairs units and then consecutively being numbered for the upstairs units. Each successive Phase (if constructed) shall be numerated in like fashion.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

AND DEVELOPMENT PLANS

2.01 Submission of Property for Phase I.

The Developer is the owner of certain real property located in Baldwin County, Alabama, more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, (the "Property" or "Condominium Property") on which is located certain buildings and other improvements. The Developer intends to develop the Condominium in no more than **five (5)** phases, but reserves the right and option, in the sole discretion of Developer to develop only the phase or phases which market or other relevant conditions may dictate. **Phase I** will consist of **one (1)** building containing **ten (10) individual residential Units**, together with appurtenant facilities and/or common areas. It is the specific intention of the Developer and this Declaration and any amendments hereto that any subsequent Phase(s) (**Phase II through IV**) shall be operated and administered as a Condominium in the same manner as **Phase I** herein.

2.02 Identification of Units in Phase I.

Phase I improvements are complete as designated on the plat as recorded on Slide Number _____ in the Office of the Judge of Probate of Baldwin County, Alabama.

Ap + Book 26
Pg 2605
-2607

2.03 Development Plans.

The Developer proposes to develop a possible **forth-eight (48)** Units in no more than **five (5)** Phases according to the **Plans attached as "C"** hereto

The amenities shall consist of common streets, common utilities, sidewalks, etc as described on the Plans as attached hereto.

2.04 Subsequent Phases.

The Developer may or may not submit all or a portion the property described in Exhibit "A" to the condominium form of ownership at a future date or dates, as **Phase(s)II, III, IV, or V of the Condominium.** However, subject to the terms and provisions of this Declaration, said property or any portion thereof, including any portion or portions of each phase, may be submitted to the condominium form of ownership and use in separate or different parcels at different times, by amendment or amendments to this Declaration. No assurances are made concerning whether or not any phase or portion thereof will be or will not be submitted to the condominium form ownership and this Declaration or the Act of, nor are any assurances made concerning the boundaries of the phase or portion thereof, or the number of Units located in said phase or the number of phases, or the order in which any phase or portion thereof may be or may not be subject to the exercise of these Development Rights. **Nothing in this section is to be interpreted as requiring the Developer to submit the property or any portion thereof, described on Exhibit "A" to the condominium form of ownership. The maximum number of Units which the Declarant reserves the right to create is fifty (50).**

2.05 Incremental Phasing Amendment.

Any such additional Phase or Phases, may be added to, and made subject to, this Declaration by the execution, by the Declarant alone, of an incremental amendment to this Declaration, which said amendment shall comply with the provisions of the Act and shall become effective upon recordation in the Office of the Judge of Probate, Baldwin County, Alabama. Such amendment shall have Exhibits attached thereto similar in nature to the Exhibits attached to this Declaration and containing such other information as required by the Act and this Declaration, including but not limited to plats and plans, and a reallocation of the common interest and common expenses. The right of the Developer to add additional phases to the Condominium shall cease and terminate fifteen (15) years from the date of recordation of this Declaration, and upon recordation said Phase will have been validly submitted to this Declaration. Except as provided in the preceding sentence, no other time limitations shall be imposed on the right of the Declarant to add an additional phase or phases. Once any additional phase has been submitted to the terms and provisions of this Declaration, it shall comprise a portion of the Condominium, to be governed in accordance with the provisions of the Condominium Documents. Each purchaser of a Unit or any entity which acquires an interest in a Unit are prohibited from objecting to an incremental phase amendment and have agreed and consented that any amendment to this Declaration executed by the Developer alone shall be binding and effective as written notwithstanding the fact that the undivided interest of the Unit in the Common Elements will be reduced thereby.

This Declaration may be amended by the Developer without the consent of any Unit Owner, Mortgagee, or other person or entity 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 shall have the unilateral right, privilege and option from time to time at any time (subject to the provisions of this Declaration) to subject all or any part of the property **described in Exhibit "A"**, in one or more phases, to the provisions of this Declaration.

2.06 No Assurances.

No assurances are made that any building or other improvements that may be constructed pursuant to any Development Rights reserved by the Declarant in any part of the Condominium will be compatible or will not be compatible with any existing building and improvements in the Condominium in terms of architectural style, quality of construction and size. Further, no assurances are made as to the locations of any building or other improvement that may be made within any part of the Condominium pursuant to any Development Rights reserved by the Declarant. Further, no assurances are made that any Common Elements or Limited Common Elements (if any) created pursuant to any Development Rights reserved by the Declarant will be of the same general types and sizes as the Common Elements or Limited Common Elements within other parts of the Condominium.

ARTICLE IV

SPECIAL DECLARANT RIGHTS OR DEVELOPMENT RIGHTS

4.01 Amendment of Condominium Plan.

The Developer reserves a Special Declarant Right to change the interior design and arrangement of all Units, to alter the boundaries between Units, to create Units, Common Elements within the Condominium, and to increase or decrease the number of Units so long as the Developer owns the Units so altered; and to add additional real property to the Condominium, all by the filing of Incremental Amendments. Changes in the boundaries between Private Elements, as hereinbefore provided, shall be reflected by an amendment to the Plan and, if necessary, an amendment to this Declaration. If two (2) adjoining Units are combined by the Developer to make one (1) large Unit, the Association's assessments and the ownership interest in the Common Elements attributable to the combined Unit shall remain as though there are two (2) separate Units. An amendment to the Plan or this Declaration reflecting an alteration of the boundaries of the Units owned by the Developer must be signed and acknowledged only by the Developer and need not be approved by the Owners and Mortgagees, whether or not such approval may elsewhere be required herein; provided, however, that any change which shall result in a change in the undivided interest in the Common Elements or a change in the share of the Common Expenses with respect to Owners of Units other than the Developer at the time of such change or which shall result in the alteration of boundaries of Units (other than the common walls separating the Units owned by the Developer)

may not be made without an amendment of this Declaration approved by the Owners and Mortgagees in the manner elsewhere required herein. The Special Declarant Right set forth in this section must be exercised within fifteen years from the anniversary of the filing of this Declaration.

4.02 Right to Convert Units Into Common Elements.

The Developer expressly reserves the right until the fifteen anniversary of the recordation of this Declaration to convert any Unit into Common Elements or Limited Common Elements, or both. This reserved development right may be exercised with respect to all or any portion of the Property in any order and at any time. There is no limitation on this Special Declarant Right, except as set forth herein.

4.03 Use for Sales Purposes.

All Units and the Common Elements shall be subject to the statutory right concerning sales and management offices and models in Units and the Common Elements in favor of the Developer provided in Section 35-8A-215 of the Act. The Developer otherwise expressly reserves the right to use one (1) or more Units owned by the Developer as models, and any portion of the Common Elements for management offices and/or sales offices. The Developer reserves the right to relocate office and/or models from time to time within the Property. Upon relocation or sale of a model, the management office or sale office and the furnishings thereof may be removed by the Developer. The Developer further reserves the right to maintain on the Common Elements advertising signs in any location or locations and from time to time to relocate and/or remove the same, all in the sole discretion of the Developer.

4.04 Use by the Developer.

Subject to the rights of the Mortgagees hereunder, neither the Owners nor the Board of Directors nor their use of the Condominium Property or application of this Declaration shall interfere with the completion of the contemplated improvements and sales of the Units in the Condominium until the Developer has completed all of the Developer's contemplated improvements in Phase I or any additional Phase, and closed the sales of all of such Units in Phase I or any additional Phase, but in no event to exceed fifteen (15) years from the date of filing of this Declaration. Subject to the rights of the Mortgagee hereunder, the Developer may make such use of the unsold Units and of the Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, management office and model units, the showing of the Condominium Property and the Units therein, the display of signs thereon and therein, and the construction of improvements for the purpose of joining or modifying improvements in Phase I with improvements in any additional Phase. These Special Declarant Rights exist so long as the Developer holds any Unit in the Condominium for sale in the ordinary course of business or leases any Unit which it owns or contemplates developing additional Phases, but in no event to exceed fifteen (15) years from the date of filing of this Declaration. The Developer expressly reserves the right to lease any Unit

which it may own in the Condominium Property on such terms as it may deem proper and desirable and may transfer Units subject to such lease.

4.05 Amendment to Include Additional Phase(s) to the Declaration.

The Developer, its successor and/or assigns, expressly reserves the right until the fifteenth (15th) anniversary of the recordation of this Declaration to submit all or any portion of the real property described on Exhibit "A" to this Declaration and the Condominium form of ownership, by filing an Amendment to this Declaration in the Office of the Judge of Probate, Baldwin County, Alabama, submitting said parcel or parcels or any portion thereof to the terms and conditions of this Declaration, all in accordance with the provisions in the Act.

ARTICLE V

ORGANIZATION AND MANAGEMENT

5.01 Management of the Condominium Property.

The operation and administration of the Common Elements and the Condominium Property shall be performed by the Association. The powers and duties of the Association shall include those set forth in the Act, the Alabama Nonprofit Corporation Act, Code of Alabama 1975, Section 10-3A-1 *et seq.*, this Declaration, the Articles of Incorporation and the By-Laws.

5.02 Members.

The Members of the Association shall constitute all record Owners of the Units. Change of membership in the Association shall be established by recording in the Probate records of Baldwin County, Alabama, the deed or other instrument establishing record title to a Unit of the Condominium Property, and the delivery to the Association of a certified copy of such instrument, the Owner designated by such instrument thereby becoming a record Owner and a Member of the Association. Membership of the prior Owner shall thereby be terminated. All present and future Owners, tenants and occupants of the Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. The votes shall be cast in the manner provided in the Articles and By-Laws of the Association. Each Unit shall be allocated one (1) vote, which vote is not divisible, the numerical value of which shall be the percentage of undivided interest in the Common Elements assigned to the Unit of which the member is the Owner, and as set forth in Exhibit "E" attached hereto and all amendments thereto.

5.03 By-Laws.

The By-Laws of the Association shall be in the form attached as Exhibit "B" to this Declaration, and made a part hereof for all purposes, and may be amended from time to time as set forth therein.

ARTICLE VI

ASSESSMENTS

6.01 Liability, Lien and Enforcement.

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

6.02 Assessments.

All assessments for the payment Common Expenses shall be levied annually and paid monthly by the Owners of all Units, and unless specifically otherwise provided for in this Declaration, or unless notified in writing by the Board. **The Board specifically may require that annual assessments be paid in one annual payment.** Each Owner of a Unit and each Owner's Unit shall bear the same fractional share of such assessment as the fractional share of ownership for the undivided interest in the Common Elements and Limited Common Elements appurtenant to said Unit. The assessments for Common Expenses shall be payable over the course of the year in advance in monthly installments commencing on the date of the purchase of a Unit or in such other installments and at such times as may be determined by the Board of Directors in accordance with the Association's By-Laws.

6.03 Annual Budget.

Within sixty (60) days prior to the beginning of each fiscal year of the Association, the Board of Directors shall adopt a proposed annual budget for the next fiscal year, and such budget shall project the amount of funds for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Property, including reasonable allowances for contingencies and reserves therefor if the Board of Directors shall so provide, in accordance with the Act and this

Declaration. Said budget shall take into account any projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Within thirty (30) days after adoption of such annual budget by the Board of Directors, copies of said budget shall be made available to each Member. The Board of Directors shall set a date for a meeting of the Members to consider ratification of the budget not less than fourteen (14) nor more than thirty (30) days after mailing or delivering the budget to the Members. Unless at such meeting a majority of the Members present in person or by proxy reject the budget, the budget is ratified. In the event the proposed budget is rejected, the budget for the last year shall continue in effect until such time as a new budget is ratified. If the budget is ratified, the assessment for said year shall be established based upon such budget.

Should the Board of Directors at any time determine in the sole discretion of said Board of Directors that the assessments levied are or may prove to be insufficient for any reason including emergencies and nonpayment of any Owner's assessment, the Board of Directors shall have the authority to levy such additional assessment as it shall deem necessary in accordance with the applicable provisions of the Condominium Documents and the Act. The initial projected and estimated annual maintenance budget for the Condominium Property is attached to this Declaration as **Exhibit "F"**, and made a part hereof.

6.04 Omission of Assessment.

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

6.05 Detailed Records.

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

6.06 Payment of Common Expenses by Unit Owners.

All Unit Owners shall be obligated to pay the assessment for Common Expenses adopted by the Board of Directors pursuant to the terms of this Declaration. No Unit Owner maybe exempted from liability for such Unit Owner's contribution toward expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of an Owner's Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against such Owner's Unit subsequent to a sale or other conveyance by the Owner of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against such Unit up to the time of conveyance without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser thereof. Whenever any Unit may be sold or mortgaged by the Owner thereof, which sale shall be concluded only upon compliance with the other provisions of this Declaration, the Association, upon written request of the Owner or purchaser of such Unit, shall furnish to the Owner, the purchaser or any proposed Mortgagee (within the time period prescribed by the Act) a statement verifying the status of the payment of any assessment which shall be due and payable to the Association by the Owner of such Unit and the other information required by the Act. Any purchaser or proposed Mortgagee may rely upon such statement in concluding the proposed purchase or mortgage transaction and the Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged when any assessment is outstanding against the Owner of such Unit and such assessment due the Association is in default, the purchase or mortgage proceeds shall first be applied by the Purchaser or Mortgagee to the payment of any delinquent assessment or installment due the Association before application of the payment to the selling Unit Owner.

6.07 Default in Payment of Assessments.

The payment of any assessment or installment thereof due the Association shall be in default if such Assessment or any installment thereof is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment or delinquent installment due the Association shall bear interest at the rate established by the Board of Directors of the Association not exceeding eighteen percent (18%) per annum until such delinquent assessment or installment and all interest due thereon has been paid in full. The Association shall have a lien against Units for delinquent assessments. Said lien shall secure and does secure the monies due for all assessments then or thereafter levied against the Owner of each Unit, and such lien shall also secure interest, if any, which maybe due on the amount of any delinquent assessment owing the Association. Said lien shall also secure all costs and expenses, including late penalties and reasonable attorneys' fees and court costs incurred by the Association in collecting delinquent assessments and enforcing the same upon said Unit and its appurtenant undivided interest in the Common Elements. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the State of Alabama, which contain a power of sale. The lien granted to the Association shall further secure such advances for taxes and payment on account of superior mortgages, liens, or encumbrances which maybe required to be advanced by the Association in order to

protect and preserve its lien, and the Association shall further be entitled to interest at the maximum legal rate on judgments or the rate established by the Board of Directors, whichever is greater, on any such advance made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit or who may be given or acquire a mortgage, lien, or other encumbrance thereon are hereby placed on notice of the lien rights granted to the Association and shall acquire such interest in any Unit expressly subject to the lien.

The lien herein granted to the Association shall be effective from and after the time of the recording of this Declaration in the Office of the Judge of Probate of Baldwin County, Alabama, and no further recordation of any claim of lien for assessment under this section is required. Such lien shall include only assessments which are due and payable when the action to enforce the lien is commenced plus late penalties and penalties imposed by the Association for Rules and Regulations violations, interest, costs, reasonable attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided.

6.08 Election of Remedies.

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

ARTICLE VII

MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY

7.01 The Association's Obligation to Repair.

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

(A) the Common Elements (which by definition exclude all privately held improvements), including all walls (interior and exterior) of units erected, floors, ceilings, entrance doors, and windows, roofs, porches, overhangs of any porches and any and all improvements erected on the lots as recorded on the plat referenced herein;

(B) incidental damage caused to a Unit by any work done by the Association;

This section shall not relieve a Unit Owner of liability for damage to the Common Elements by the Unit Owner, the Unit Owner's family members, guests, invitees, lessees or licensees as a consequence of the negligence, recklessness or willful misconduct of such person. The cost of repair for any damage so caused by the Unit Owner, the Unit Owner's family, members, guests, invitees, lessees or licensees shall be a special assessment against the Unit Owner responsible therefor.

7.02 Each Owner's Obligation to Repair.

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

(B) Each Unit Owner agrees as follows:

(1) to perform all maintenance, repairs and replacements which are the Unit Owner's obligations under subparagraph (A) of this Section;

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

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

(4) not to make any addition or alteration to such Owner's Unit or to the Common Elements without the express written permission from the Board of Directors of the Condominium Association or any assignee thereto, or to do any act that would impair the safety or overall design scheme of any part of the Condominium Property or that would impair any easement or right of a Unit Owner or Developer without the prior written consent of the Association and all Unit Owners affected thereby.

(5) to promptly report to the Association any defects or needed repairs for which the Association is responsible. In the event the Unit Owner fails to promptly notify the Association of any such known defects which need to be repaired, the Unit Owner shall be responsible for the cost of any subsequent repairs which are created due to the initial repairs not being reported.

(6) The Association shall be obligated to answer any request by a Unit Owner for any required approval of a proposed addition, alteration or improvement (by painting or otherwise) within forty-five (45) days after such request, but its failure to do so within the stipulated time shall not constitute a consent of the Association to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to an Unit shall be executed by the

Association, without, however, its incurring any liability on the part of the Board of Directors or any one (1) of them or the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim of injury to a person or damage to property arising therefrom. The review by the Association under this section shall in no way make the Association liable for any alterations, additions, or improvements by any Unit Owner. Rather, such review is for purposes of aesthetics and control only. The provisions of this section shall not apply to Units owned by the Developer until a deed for such Unit has been delivered to a purchaser other than the Developer.

7.03 Alterations, Additions and Improvements by the Association.

Except in the case of loss or damage to the Common Elements as contemplated by Article XII of this Declaration, the Association shall not make any material structural alterations, capital additions or capital improvements to the Common Elements or (other than for the purpose of replacing, restoring or rehabilitating portions of the Common Elements which is in accordance with this Declaration and which does not require an expenditure of more than ten Thousand and No/100 (\$10,000.00) Dollars, exclusive of any funds applied from the reserves maintained hereunder) unless the same is authorized by the Board of Directors and ratified by the affirmative vote of the voting members casting not less than sixty percent (60%) of the total votes of the Members of the Association present at any regular or special meeting of the Members called for that purpose at which a quorum is present and approved by a majority of the Mortgagees eligible to vote therefor. The cost of the foregoing shall be assessed against the Owners of Units as provided herein except as otherwise provided in this section. Where any alterations or additions as aforesaid are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively, or substantially exclusively, benefiting therefrom, and the assessment shall be levied in such proportions as may be determined to be fair and equitable by the Board of Directors. Alterations, improvements or repairs of an emergency nature may be made upon authorization by a vote of the majority of the Directors available for consultation if the same is necessary and in the best interest of the Members.

7.04 Utilities.

Each Unit Owner shall be required to pay all charges for utilities, including but not limited to electricity, gas, cable television, and telephone service, used or consumed in an Owner's Unit. The utilities serving the Common Elements only shall be separately metered and paid by the Association as a Common Expense. The Association **may choose** to be responsible for the payment of the common water and sewage used in the Units and the Common Elements and to then distribute the liability of such payment according to such formula as it so chooses, so long as such formula is not arbitrary, discriminatory or contrary to the Act.

ARTICLE VIII

RESTRICTIONS ON USE OF UNITS, COMMON ELEMENTS

8.01 Rules and Regulations of the Association.

The Association is authorized to promulgate, amend and enforce the Rules and Regulations concerning the operation and use of the Condominium provided that such Rules and Regulations are not contrary to or inconsistent with the Act and the Condominium Documents. A copy of the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time they become effective. All present and future Unit Owners, tenants, occupants, and any person who uses any part of the Condominium Property in any manner, are subject to, and shall comply with the provisions of the Condominium Documents and the Rules and Regulations. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by any one (1) person shall constitute such person's agreement to be subject to and bound by the provisions of the Condominium Documents and the Rules and Regulations, and such provisions shall be deemed to be enforceable as equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated in full in each and every deed of conveyance or lease thereof. The Association may promulgate enforcement provisions for violation of any Rule or Regulation by an Owner, Occupant, or an Owner's family members, guests, invitees, lessees or renters, including the payment of penalties for such violations.

8.02 Restrictions on Use.

The use of the Condominium Property is subject to the following restrictions:

(A) Each Unit is restricted to residential use and the parking spaces located on the Common Elements, shall be used in accordance with the rules and regulations of the Association. The restriction that a Unit can only be used as for residential usage shall not preclude a Unit Owner or Occupant from maintaining a personal professional library in his Unit, nor preclude him from keeping his personal business records or handling his personal business telephone calls or correspondence.

(B) There shall be no obstruction of the Common Elements, nor shall anything be kept or stored in the Common Elements except in approved storage areas, nor shall anything be constructed on or planted in or removed from the Common Elements nor shall the Common Elements in any other way be altered without the prior written consent of the Association.

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

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

(E) No "For Sale" or "For Rent" or similar type sign of any kind shall be displayed to the public view on or from any part of any unit or from any Common Element except as shall be specifically permitted by the Association. Such permission shall not be unreasonably withheld.

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

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

(I) No animals or pets of any kind shall be kept in any Unit or on any portion of the Condominium Property except with the written consent of the Board of Directors and shall be subject to the rules and regulations of the Association governing the keeping of pets; provided that such consent may be terminated without cause at any time by the Board of Directors of the Association. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind. Pets may be present when the owner is present. No pets or animals may be left alone on the premises.

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

(L) The Association shall have the right to promulgate rules and regulations concerning the use and enjoyment of the Common Areas and Limited Common Areas.

(M) Units may be leased or rented by the Unit Owners; and the rights of any tenant is hereby made subject to the power of the Association to prescribe reasonable rules and regulations relating to the leasing or rental of a Unit and to enforce the same directly against a tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Each Unit Owner who shall lease or rent his Unit irrevocably empowers the Association or its managing agent to enforce the rules and regulations and to terminate the lease and evict any tenant or occupant who fails to comply with the rules and regulations. The Association, the Board of Directors, or any agent thereof, shall not become liable to any Unit Owner or any person who sublets a

Unit, or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph. Nothing to the contrary withstanding, a Unit Owner is primarily responsible for the acts or omissions of its family, tenants, quests, invitees, or occupants. Individual rooms located within a Unit shall not be leased or rented. The minimum rental or leasing period is thirty (30) days.

8.03 Right of Access.

Each Unit Owner grants a right of access to such Owner's Unit to the Association, and to any other person authorized by the Association for the purpose of making inspections and for the purpose of correcting any condition originating in an Owner's Unit only to minimum extent required under the Act for the purpose of correcting any conditions that may serve as threat to the general welfare of the Common Elements.

8.04 Limitation of Liability.

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

8.05 Abatement of Violations.

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

Association shall be a Common Expense if a court of competent jurisdiction finds the Association to be in default as alleged in such action or proceeding.

8.06 Failure of the Association to Insist on Strict Performance; No Waiver.

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

ARTICLE IX

RIGHTS OF MORTGAGEES

9.01 Notification of Mortgagees Required.

Any Mortgagee shall have the right to be given written notification by the Association of (a) any ninety (90) day default by the Owner of the Unit covered by the Mortgage in the payment of assessments or in any other provision of the Condominium Documents; (b) any loss to or taking of the Common Elements if such loss or taking exceeds Thirty Thousand and No/100 (\$30,000.00) Dollars; (c) damage to a Unit covered by the Mortgage if the amount of such damage exceeds Twenty-five Thousand and No/100 (\$25,000.00) Dollars; (d) any condemnation of all or a portion of the Condominium Property; (e) a lapse or cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (f) any proposed action that requires the consent of a specified percentage of Mortgagees.

9.02 Right of Inspection.

Mortgagees shall have the right to examine the books and records of the Association or the Condominium Property and to receive annual reports, other financial data, and, upon request, an annual audited statement, within ninety (90) days following the end of any fiscal year of the Association. Any cost associated with providing a Mortgagee with requested information shall be paid by the Mortgagee requesting the information.

9.03 Required Reserve Funds and Working Capital Fund.

Assessments levied by the Board of Directors shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements and that must

be replaced or repaired on a periodic basis, and may be payable in regular installments rather than by special assessments.

9.04 Priority of Mortgagees.

(A) Any lien which is or may be created hereunder upon any Unit, including but not limited to, the lien created for assessments herein and the right to foreclose the same is and shall be subject and subordinate to and shall not affect the rights of the holder of the indebtedness secured by any Mortgage upon such interest made in good faith and for value and recorded prior to the creation of the lien hereunder, provided that after the foreclosure of any such mortgage there may be a lien created pursuant to this Declaration on the interest of the purchaser as an Owner after the date of such foreclosure sale to secure all assessments hereunder. After the date of such foreclosure sale, said lien, if any, shall be claimed and shall have the same effect and be enforced in the same manner provided herein.

Notwithstanding the above, the lien created pursuant to this Declaration is prior to any Mortgage to the extent of the Common Expense assessments based on the annual budget which would have become due in absence of acceleration during the six (6) months immediately preceding institution of an action to enforce the lien.

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

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

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

9.05 Request for Protection by Mortgagees.

Whenever any Mortgagee desires the benefit of the provisions of this Article IX to be applicable to such Mortgagee, the Mortgagee shall serve written notice of such fact upon the Association, by registered or certified mail, addressed to the Association, and actually mailed to the Association's address, identifying the Unit upon which it holds a Mortgage or identifying any Units owned by it, together with sufficient pertinent facts to

identify any Mortgage which may be held by the Mortgagee. Said notice shall designate the place to which the notices are to be given by the Association to such Mortgagee.

ARTICLE X

CASUALTY LOSS AND INSURANCE

10.01 Responsibility of Owners; Separate Insurance Coverage.

(A) The Owner of each Unit may, at the Unit Owner's expense, obtain insurance coverage for loss of or damage to the Private Elements, any furniture, furnishings, personal effects, and other property belonging to such Owner, and may, at the Unit Owner's expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements. Risk of loss of or damage to any furniture, furnishings and personal property belonging to or carried on the person of the Owner, or which may be stored in any Unit, or in or upon Common Elements, shall be borne by the owner of each Unit. All furniture, furnishings and personal property constituting a portion of the Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such insurance as the same shall be maintained in force and effect by the Association as hereinafter provided. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or the Developer, and their respective servants, agents, employees and guests. The Association shall not be responsible for providing insurance coverage on any Private Elements.

(B) Any Owner who obtains an individual insurance policy covering any portion of the Condominium Property other than property belonging to such Owner shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after the purchase of such insurance. In the event casualty insurance maintained by an Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Owners on a casualty loss to the Condominium Property by reason of proration or otherwise, the Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the Condominium Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this article.

10.02 Insurance to be Maintained by the Association.

(A) Hazard Insurance. The Association shall obtain and maintain at all times a policy or policies of multi-peril type hazard insurance, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design, location and use, insuring the Condominium Property against loss or damage by the perils of fire,

lightning and those perils contained in extended coverage, vandalism and malicious mischief endorsements. If the Condominium Property is located in an area identified by the Secretary of Housing and Urban Development as having special flood hazards, the Board shall, to the extent obtainable, insure the insurable property included in the Condominium Property against the perils of flood under the National Flood Insurance Act of 1968 and acts subsequent thereto. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than one hundred percent (100%) of the then current replacement cost of the improvements, including fixtures and equipment in the Condominium Property (but excluding land, foundations, excavations and other items usually excluded from such insurance coverage). Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the individual Owners (without naming them) in the proportionate shares equal to their respective percentage ownership of the Common Elements. Periodically, but not less than once every three years, the Association will obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the Common Elements, and the Units for the amount of insurance to be obtained pursuant thereto. The cost of any such opinion or appraisal shall be a Common Expense. All such policies of insurance shall comply with the provisions of this Article and shall (i) contain standard mortgagee loss payable clause endorsement in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interests may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

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

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

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

(E) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board of Directors of the Association, in its sole discretion,

may determine from time to time to be in the best interest of the Association and the Owners of all Units.

10.03 Governing Provisions.

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

(A) All policies shall be written with a company licensed to do business in the State of Alabama and holding a financial rating of "A" or better by Best's Insurance Reports or other then comparable rating.

(B) Exclusive authority to adjust all claims under the policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representatives.

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

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

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

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

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

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

(5) The insurance coverage will comply with the hazard and casualty insurance requirements of the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association, as they apply to condominiums.

10.04 Premiums.

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

appurtenances or of the Common Elements by an Owner shall be assessed against that Owner.

10.05 Insurance Trustee.

The Association may but is not required to engage the services of a bank or trust company authorized to do trust business in the State of Alabama to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. The Association or any named Insurance Trustee shall serve in a fiduciary capacity with regards to the disbursement of any funds to the Association or to the members according to their respective interests as they may appear.

10.06 Loss to Common Elements Only .

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

10.07 Loss to Common Elements, and/or Private Elements.

In the event of loss of or damage to Common Elements, and/or any Private Element of any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the Common Elements, then to the repair, replacement or reconstruction of the Private Elements sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Association or the Insurance Trustee to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under this Article. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the Board of Directors shall, based on reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement or reconstruction between the Common Elements and the Private Elements of Units sustaining any loss or damage. If the proceeds of said fire and casualty insurance, if any, are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to the Common Elements, but are not sufficient to repair, replace or reconstruct any loss of or damage to the Private Elements of Units sustaining damage, then the repair of the private elements shall be the responsibility of the individual owners of the units so damaged. Notwithstanding any insurance coverage the Association may maintain for the repair or replacement of any common elements, or for any damage to Private Elements covered under such policies, any shortfall of such proceeds to repair Private Elements shall not be the responsibility of the Association. Individual unit owners shall be responsible for the repair and/or replacement of damage done to their individual Private Elements. There shall be no assessment against the Association or its individual members for any such damage. Individual owners of Private Elements are responsible to maintain their own private policies is whatever sufficiency and/or amount and under whatever criteria such individual owners shall choose.

10.08 Estimates of Repair; Plans and Specifications; Payment of Assessments.

In the event of loss or damage to Condominium Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings, portions of which are attached as **Exhibit "C"** to this Declaration as the same may from time to time be amended, or such other plans and specifications as may be approved by the Board of Directors, by all of the Owners of the damaged Units, and by not less than sixty percent (60%) of the Members of the Association including the Owners of damaged Units. The Association shall be appointed

as attorney-in-fact for each Unit Owner for the purpose of representing the Unit Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board of Directors may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage, or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance.

ARTICLE XI

CONDEMNATION

11.01 Condemnation Considered a Casualty Loss.

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

11.02 Partial Condemnation.

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

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

(1) The Unit shall be made tenantable.

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

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

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

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

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

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

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

(B) If the Market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Mortgagee and the Association within thirty (30) days after notice by any such party that agreement cannot be reached, such value shall be

determined by three (3) independent qualified appraisers with one (1) appraiser to be selected by the Association, one (1) appraiser to be selected by the Owner and Mortgagee, and the third (3rd) appraiser to be selected by the two (2) appraisers so appointed, and the fair market value of the Unit shall be deemed to be the average of the two (2) appraisals of the fair market value of the Unit made by said appraisers having the least difference in amount. The cost of such appraisal shall be assessed against all Owners in the shares of the Owners in the Common Elements as they existed prior to the changes effected by the taking.

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

11.03 Association Appointed as Attorney-In-Fact for Unit Owners.

The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing such Unit Owners in any proceeding, negotiation, settlement or agreement arising from the condemnation or taking by eminent domain of the Condominium Property or any portion thereof.

ARTICLE XII

TERMINATION

12.01 Destruction of the Condominium Property.

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

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

(2) the Condominium Property has been in existence in excess of fifty (50) years and substantially all of the Units in the structure have substantially deteriorated and have been rendered substantially obsolete; then the Board of Directors may call a meeting of the Members of the Association to consider and vote upon whether to restore, repair and/or rebuild the Condominium Property, and if not, whether to terminate the Declaration and remove the Condominium Property from the provisions of the Act if approved by the affirmative vote of at least eighty percent (80%) of the owners of all Units (based upon one vote for each Unit) and by at least eighty percent (80%) of all Mortgagees (based upon one vote for each Mortgage owned) after notice given as provided herein, the Declaration and plan of condominium ownership established herein shall be subject to termination as provided in the Act and the Association shall be

authorized to file on behalf of and in the name of the Unit Owners and shall file a petition for such termination and removal with the Circuit Court of Baldwin County, Alabama. If less than eighty percent (80%) of the Owners of all Units and/or less than eighty percent (80%) of the Mortgagees vote in favor of terminating the Condominium Property as herein required, the Condominium Property shall be restored, repaired and/or rebuilt in accordance with these provisions.

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

12.02 Termination by Consent.

Except in the event of this Declaration and plan of condominium ownership established herein being terminated as provided above, this Declaration and said plan of condominium ownership may only be otherwise terminated by the consent of eighty percent (80%) of the Owners of all Units and all parties holding Mortgages, liens or other encumbrances, against any of said Units in which event the termination of the

Condominium Property shall be by such plans as may be then adopted by said Owners and parties holding any Mortgages, liens or other encumbrances. Such election to terminate this Declaration and the plan of condominium ownership established herein shall be evidenced by a termination agreement executed in writing by all of the aforesaid parties in recordable form in accordance with the Act, and such instrument shall be recorded in the Probate Office of Baldwin County, Alabama.

12.03 The Association Appointed as Attorney-In-Fact Unit Owners.

The Association shall be appointed as attorney-in-fact for each Unit Owner for the purpose of representing such Unit Owners in any proceeding, negotiation, settlement or agreement arising from the termination of this Declaration and plan of condominium ownership established herein.

ARTICLE XIII

AMENDMENT

13.01 Amendments by Developer.

Without limiting the rights of the Developer to alter the plans as described above, or file incremental amendments to bring in any additional Phase or Phases, and notwithstanding any other provision herein contained, the following provisions shall be deemed to be in full force and effect, none of which shall be construed as to relieve the Developer from any obligations as a Unit Owner to pay assessments as to Units owned by it in accordance with the Condominium Documents.

(A) The Developer reserves the right to amend the Articles of Incorporation and the By-Laws of the Association until such time as Developer relinquishes control of the Association as provided below.

(B) The Developer reserves the right to amend this Declaration and the Condominium Documents so long as there is no Unit Owner other than the Developer.

13.02 Amendments by Unit Owners.

At such time as there is a Unit Owner other than the Developer, then, in addition to the amendments permitted above, the Declaration may be amended in the following manner:

(A) A proposal to amend this Declaration may be considered at any meeting of the Members of the Association called for that purpose in accordance with the provisions of the By-Laws. The proposal to amend the Declaration must be approved by the affirmative vote of the members representing not less than sixty-six and two-thirds percent (66 2/3%) of the total allocated votes of the Association; or,

(B) By unanimous consent or agreement of the Unit Owners as evidenced by their signatures to the amendment.

Notwithstanding the foregoing, no amendment to the Declaration under this article shall:

(1) change a Unit, including the ownership in Common Elements, responsibility for Common Expenses and voting rights without the prior written approval of the Unit Owner or Unit Owners so affected and prior written approval of the holders of record of any mortgage or other liens on the Unit or Units so affected; or

(2) change, impair or prejudice the rights of Developer or change the provisions of this Declaration with respect to the Developer's rights hereunder without Developer's prior written approval.

13.03 Effectiveness of Amendments.

Each amendment, other than any amendments by the Developer or its successor or assigns, adopted shall be certified by the President or a Vice President and Secretary or Assistant Secretary of the Association as having been fully adopted, and shall be effective when recorded in the Probate Court of Baldwin County, Alabama.

ARTICLE XIV

CONTROL OF THE ASSOCIATION

14.01 Election of Board of Directors.

The Developer, its successors or assigns, may appoint and remove the members of the Board of Directors, and in the event of vacancies, the Developer shall fill the vacancies, until no later than the earlier of either (i) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be created have been conveyed to purchasers of Units, or (ii) two (2) years have elapsed from the date the Developer has ceased to offer Units for sale in the ordinary course of business; or (iii) four (4) years after any Development Rights to add new Units was last exercised; provided that the Developer may, at its option, terminate its control of the Association at an earlier date. Notwithstanding the foregoing, within ninety (90) days after conveyance of twenty-five percent (25%) of the Units, the Unit Owners other than Developer shall be entitled to elect twenty-five percent (25%) of the members of the Board of Directors. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units to Unit Owners other than Developer, not less than thirty-three and one-third (33 1/3%) of the members of the Board shall be elected by the Unit Owners. The Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer has Development Rights or holds for sale in the ordinary course of business at least one Unit in the Condominium, and such is not contrary to the other provisions hereof.

14.02 Notice of Meeting.

Within sixty (60) days before the date of termination of control of the Association by the Developer, the Association shall call and give not less than ten (10) days nor more than sixty (60) days notice of a meeting of the Unit Owners for the purpose of electing the members of the Board of Directors. Such meeting shall be called and the notice given in accordance with the By-Laws.

14.03 Status of Unsold Units.

(A) The Developer shall be deemed to be the Owner of each Unit which has not been conveyed to a person other than the Developer. Unless otherwise provided in the Condominium Documents, the Developer shall be entitled to all rights and privileges available to, and shall be subject to any and all obligations and duties imposed upon, the Owner of any such Unit under the Condominium Documents.

(B) Any person having a first mortgage lien against any Unit which has not been conveyed to a person other than the Developer, whether under a blanket Mortgage affecting the Condominium Property generally or under a Mortgage on one or more specific Units, shall be deemed to be a Mortgagee with respect to any such Unit, and shall be entitled to all rights and privileges available to a Mortgagee of any such Unit under the Condominium Documents.

(C) Notwithstanding the provision above, no assessments shall be imposed by the Association against the Developer so long as the Developer pays all of the Common Expenses. During such period, Developer shall be responsible for the Common Expenses of the Condominium Property. The date of the first assessment imposed by the Association shall be determined by the Association, and notice of the assessment will be mailed or delivered to all Owners of Units prior to the effective date of the assessment.

14.04 Professional Management and Other Contracts.

Any agreement inherited by the Association prior to accepting control of the Association from the Developer (including contracts for professional management of the Condominium Property, whether it be the Developer, its successors and assigns, or any other person or entity) shall provide the following:

(A) The Association shall have the right of termination which is exercisable without penalty any time upon not more than ninety (90) days' written notice to the other party thereto; and

(B) The Association shall have a right of termination for cause which is exercisable without penalty at any time upon not more than thirty (30) days' written notice to the other party thereto.

ARTICLE XV

MISCELLANEOUS

15.01 Rights and Powers of Successors and Assignees.

The rights and powers reserved to or exercisable by the Developer under the Condominium Documents or the Act may be exercised by any successor or assignee of the Developer (i) who acquires title from the Developer by foreclosure or other judicial sale or deed in lieu of foreclosure, or (ii) to whom the Developer specifically assigns such rights and powers.

15.02 Headings.

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

15.03 Gender/ Number.

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

15.04 Exhibits.

Exhibits "A," "B," "C," "D," "E" and "F," attached to this Declaration are an integral part of this Declaration.

15.05 Invalidity and Severability.

It is the intention of the Developer that the provisions of this Declaration are severable so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

15.06 Interpretation.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project in accordance with Alabama law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

15.07 Conflict or Ambiguity.

If any conflict or ambiguity in the terms and provisions of Declaration, the general rules of construction against one party as a result of that party having drafted this

Declaration are hereby waived by each Owner and, to the fullest extent allowed by law, no conflicts or ambiguity shall be resolved in favor or to the advantage of one party as opposed to another in interpreting any ambiguity or conflict contained herein.

IN WITNESS WHEREOF DOUBLE B INVESTMENTS, L.L.C., an Alabama limited liability company, has caused this instrument to be executed, under seal, by its duly authorized Member, whose name is set forth below, this 24th day of March, 2009.

THIS IS THE SIGNATURE PAGE TO THE DECLARATION OF CONDOMINIUM OF OAKS OF FAIRHOPE, A CONDOMINIUM.

DOUBLE B INVESTMENTS, LLC

[Signature]

BY: Michael Todd Boothe

Its: Member

[Signature]

BY: Matthew Dennis Byrne

Its: Member

RBC Bank, as successor to

First Gulf Bank

[Signature]

By: Tommy Faust

Its: Community Banker

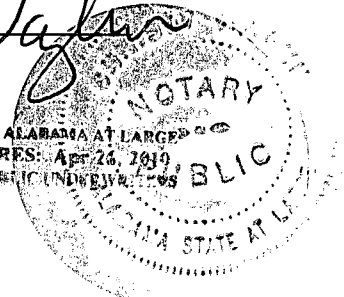
STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me personally appeared Michael Todd Boothe, whose name is signed to the forgoing instrument and having been apprised of the contents of the same did voluntarily and without undue influence execute same with full authority of office stated on this the 24th day of March, 2009.

[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 26, 2010
BOONED THAT NOTARY PUBLIC UNDER SEAL



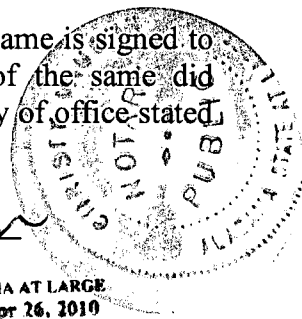
STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me personally appeared Matthew Dennis Byrne, whose name is signed to the forgoing instrument and having been apprised of the contents of the same did voluntarily and without undue influence execute same with full authority of office stated on this the 24th day of March, 2009.

Christy Vaughn
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 26, 2010
BOUGHT THRU NOTARY PUBLIC UNDERWRITERS



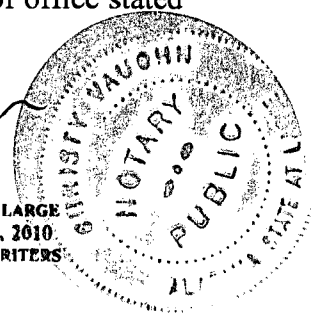
STATE OF ALABAMA)

COUNTY OF BALDWIN)

Before me personally appeared Tommy Faust, whose name is signed to the forgoing instrument and having been apprised of the contents of the same did voluntarily and without undue influence execute same with full authority of office stated on this the 24th day of March, 2009.

Christy Vaughn
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 26, 2010
BOUGHT THRU NOTARY PUBLIC UNDERWRITERS



This instrument prepared by:

J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE(S) I (Phase II through V need not be built)

South 330 feet of North 591 feet of remainder of East Half($E \frac{1}{2}$) of Southeast Quarter ($SE \frac{1}{4}$) of Northwest Quarter ($NW \frac{1}{4}$), after allowing 23 feet for road on East, and described by metes and bounds as follows from SE corner of $NW \frac{1}{4}$ Section 14 run West 23 feet and North 00 degrees 14' East, 742 feet to a point on the W/S of a road for POB, thence North 00 degrees 14 East, 330 feet along the W/S of said Road to a point, thence West 644.9 feet, more or less, to W/S of East $\frac{1}{2}$ of $SE \frac{1}{4}$ Thence South 330 feet along said W/S to a point and the East 645.4 feet, more or Less, to a POB, according to a survey made April 2, 1960 by Claude W. Arnold, Land Surveyor, Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.

EXHIBIT "B"

BY-LAWS OF OAKS OF FAIRHOPE CONDOMINIUM OWNER'S ASSOCIATION, INC.

ARTICLE I

THE ASSOCIATION

Section 1. Identity.

These are the By-Laws of Oaks Of Fairhope Condominium Owners Association, Inc., a not for profit corporation (the "Association"), which was formed under the Alabama Non-Profit Corporation Act (Code of Alabama 1975 10-3A-1 *et seq*) by filing the Articles of Incorporation of The Oaks At Fairhope Condominium Owners Association, Inc., (the "Articles"), with the Office of the Judge of Probate of Baldwin County, Alabama, on March 24th 2009. The Association has been organized for the purposes of providing for the acquisition, operation, management, maintenance, care, control and administration of Oaks Of Fairhope, a condominium (the "Condominium"), pursuant to the provisions of the Alabama Uniform Condominium Act of 1991 (Code of Alabama 35-8A-101 *et seq.*) (the "Condominium Act") and the Declaration of Condominium of Oaks of Fairhope, a condominium (the "Declaration"), as filed with the Office of the Judge of Probate of Baldwin County, Alabama, in accordance with the provisions of said Act. The terms capitalized herein shall be deemed to have the meanings set forth in the Declaration and the Condominium Act.

Section 2. Principal Office.

The principal office of the Association is located at 8998 Lake View Drive, Fairhope, AL 36532. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may designate or as the business of the Association may require from time to time.

Section 3. Registered Office.

The registered office of the Association, required by the Alabama Non-Profit Corporation Act to be maintained in the State of Alabama, may be, but need not be, identical with the principal office in the State of Alabama, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

MEMBERSHIP

Section 1. Annual Meeting.

The annual meeting of the Membership will be held on the third Saturday in the month of **January** in each year, beginning with the year 2010 at the hour of 11:00 a.m., or at such other time on such other day within such month as shall be fixed by the Board of Directors, for the purpose of electing directors, if the period of Developer control has ended, and in any event, for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Alabama, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting of the Membership, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Membership as soon thereafter as conveniently may be.

Section 2. Special Meetings.

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

Section 3. Place of Meeting.

The Board of Directors may designate any place, within or without the State of Alabama, of meeting for any annual meeting or for any special meeting of the Membership. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be the principal office of the Association in the State of Alabama.

Section 4. Notice of Meeting.

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, or of a meeting which is required by statute to be held for any special purpose, or of an annual meeting at which special action is to be taken, the purpose or purposes for which the meeting is called, or the special action which is proposed to be taken, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

Section 5. Fixing of Record Data.

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

Section 6. Voting Lists.

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

Section 7. Quorum.

The presence at any meeting of the Membership of the members entitled to cast fifty (50%) percent of the votes in the Association, represented in person or by proxy, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the members so represented may adjourn the meeting and reconvene from time to time without further notice. At any such reconvened meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Section 8. Majority Vote.

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

Section 9. Proxies.

At all meeting of the Membership, a member may vote in person or by proxy executed in writing by the member or by his duly authorized attorney in fact. A proxy is void if it is not dated or purports to be revocable without notice. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after one year from the date of its execution.

Section 10. Voting Rights.

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

Section 11. Informal Action by Members.

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

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers.

The business and affairs of the Association shall be managed by or under the direction of its Board of Directors.

Section 2. Number, Tenure and Qualifications.

The initial Board of Directors shall consist of five (5) directors. The By-Laws may be amended from time to time as provided for herein to increase or decrease the number of directors of the Association to not less than three (3) nor more than nine (9) directors. Except for directors appointed by the Developer, a director shall be a Unit owner and if the Unit owner is a corporation or other entity that is not a person, then an officer, partner, trustee or employee of such Unit owner may be the director. Each director shall hold office until the next annual meeting of the members and until his successor shall have been duly elected and shall have qualified or until his death or until he shall have resigned or shall have been removed, as provided for herein.

(a) Increase in the Number of Directors. In the event the Developer dedicates an additional phase or phases to the condominium form of ownership as provided for in the Declaration, the number of Directors shall be increased by a minimum of one (1) new directorships for each additional phase, provided it does not exceed the allowed aggregate of nine. There is no requirement that a certain number of directors be owners of Units in any particular phase of the Condominium Property.

Section 3. Election of Directors.

(a) Election of directors entitled to be elected by the members shall be held at the annual meeting, or, if required in accordance with sub-paragraph (b) below, at a special meeting of the Membership. The election shall be by secret ballot (unless dispensed with by unanimous consent) and by an affirmative vote of a majority of the votes cast, or a plurality of the votes cast elect if more than two persons have been nominated for a directorship, elect a new director. The Owner of each whole Unit shall be entitled to cast a vote for one nominee for each vacancy to be filled at the time of the election. There shall be no cumulative voting.

(b) Notwithstanding the provisions of Sub-paragraph (a) above, or anything in these By-Laws to the contrary, the Developer (as defined in the Declaration), its successors and assigns, and not members of the Association, shall have the exclusive right to control the Association by electing all of the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill the vacancies, until no later than the earlier of either (i) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be created in the Condominium have been conveyed to purchasers of Units, or (ii) two (2) years have elapsed from the date the Developer has ceased to offer Units for sale in the ordinary course of business, or (iii) four (4) years after any Development Rights to add new Units was last exercised; provided that the Developer may, at its option, terminate its control of the Association at an earlier date. Notwithstanding the foregoing, within ninety (90) days after conveyance of twenty-five percent (25%) of the Units which may be created in the Condominium have been conveyed, the Unit Owners other than Developer shall be entitled to elect twenty-five percent (25%) of the members of the Board of Directors. Not later than ninety (90) days after conveyance of fifty percent (50%) of the Units which may be created in the Condominium have been conveyed to Unit Owners other than Developer, not less than thirty-three and one-third (33 1/3%) of the members of the Board shall be elected by the Unit Owners. The Developer shall be entitled to appoint at least one (1) member of the Board of Directors as long as the Developer has Development Rights or holds for sale in the ordinary course of business at least one Unit in the Condominium, and such right is not contrary to the other provisions of the Condominium Act. Within sixty (60) days before the date of termination of control the Association by the Developer, the Board of Directors shall call and give not less than ten (10) nor more than thirty (30) days notice of a special meeting of the membership for the purpose of electing the members of the Board of Directors.

Section 4. Regular Meetings.

A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of the Membership, provided, however, any such regular meeting may be held at any other time or place which shall be specified in a notice given as hereinafter provided for special meetings, or in a consent and waiver of notice hereof, signed by all directors. The Board of Directors may provide, by resolution, the time and place, within or without the State of Alabama, for the holding of additional regular meetings without other notice than such resolution.

Section 5. Special Meetings.

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

Section 6. Notice.

Notice of any special meeting shall be given at least three (3) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business, because the meeting is not lawfully called or convened, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum.

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

Section 8. Manner of Acting.

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

Section 9. Action Without a Meeting.

Any action that may be taken by the Board of Directors at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 10. Vacancies.

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

Section 11. Compensation.

By resolution of the Board of Directors, the directors may be paid their expense, if any, of attendance at each meeting of the Board of directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as a director or both. No such payment shall preclude any director from serving the Association in any other capacity and receiving compensation therefor.

Section 12. Committees.

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

Section 13. Resignations.

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

Section 14. Place of Meeting.

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

Section 15. Presumption of Assent.

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

Section 16. Open Meetings.

All meetings of the Board of Directors shall be open to the Members of the Association, except meetings or portions thereof which concern the character of an individual, and notice of any meeting shall be posted in a conspicuous area of the Condominium Property at least three days prior to said meeting, except in the event of an emergency meeting.

Section 17. Order of Business.

The order of business at either a Director's meeting or a meeting of the Members shall be: (i) Call of Roll; (ii) Proof of due notice of the meeting; (iii) Reading and disposal of unapproved minutes; (iv) Reports of officers and committees; (v) Election of officers or directors, as the case may be; (vi) Unfinished business; (vii) New business; and (viii) Adjournment.

ARTICLE IV

OFFICERS

Section 1. Number.

The officers of the Association shall be a President, one or more Vice President(s) (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, **each of whom shall be elected by the Board of Directors.** Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the President and Secretary. An officer must be a member of the Association. The failure of the Board of Directors to elect any officers other than a President, a Treasurer and a Secretary shall not constitute a violation of the By-Laws.

Section 2. Election and Term of Office.

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

Section 3. Removal.

Any officer or agent elected or appointed by the Board of Directors may be removed at any time, by the affirmative vote of the Board of Directors, whenever in their judgment the best interests of the Association will be served thereby. Any such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer shall not of itself create any contract rights in favor of such officer.

Section 4. Vacancies.

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

Section 5. President.

The President shall be the chief executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the Membership. He may sign, with the Secretary or an Assistant Secretary, any deeds,

mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President.

In the absence of the President or in the event of his death, inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Secretary.

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

Section 8. Treasurer.

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

Section 9. Assistant Secretaries and Assistant Treasurer.

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

Section 10. Salaries.

The salaries of the officers, if any, shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Association.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts.

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

Section 2. Loans.

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

Section 3. Checks, Drafts, Etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits.

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

Section 5. Proxies.

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

ARTICLE VI

BOOKS AND RECORDS

Section 1. Accounting.

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

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

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

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

(b) Member Accounts. An account for each member shall be maintained setting forth the name and address of the member, the interest percentage in the Common

Elements, the amount of each assessment, the amounts and dates on which the assessments become due, the amounts paid upon the account and the balance due.

Section 2. Budget.

The Board of Directors shall adopt a proposed budget for each calendar and fiscal year that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Within thirty (30) days of adoption of the proposed budget copies of the budget and proposed assessments shall be transmitted to each member of the Association and a date set for a meeting of the Unit Owners to consider ratification of the budget, not less than fourteen (14) days nor more than thirty (30) days after delivery of the budget to the Unit Owners. Unless, at the meeting, a majority of all Unit Owners present in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the budget for the last year shall continue in effect until such time a new budget is ratified.

Section 3. Assessments.

Subject to the terms and conditions of the Declaration, assessments against the members for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in quarterly or monthly installments, as may be determined by the Board of Directors of the Association. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Such assessments shall constitute a lien as provided for in the Declaration.

Section 4. Assessments for Emergencies.

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

Section 5. Audit or Compilation.

The Board of Directors shall have the authority to require an audit or compilation of the accounts of the Association, at any time, by a majority vote of said Directors, and a copy of the audit report shall be made available for review by each member in Baldwin County, Alabama.

Section 6. Bonds.

Fidelity bonds (if obtainable) may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such funds shall be determined by the Board of Directors, but shall not be less than two times the amount of the total annual assessments against members for Common Expenses. The premiums of such bonds shall be paid by the Association.

Section 7. Rules and Regulations and Violation of any Documents.

Subject to the terms and conditions of the Declaration, the Board of Directors may establish, abolish or amend reasonable rules and regulations concerning the use of the Common Elements. The text of such rules and regulations shall be furnished or made available to the members no less than ten days prior to its effective date. The Board shall have the power, upon violation of the rules and regulations, or upon violation of the terms of the Declaration or By-Laws to impose monetary fines on a member which shall constitute a lien and shall be enforceable in like manner as provided for assessments or to suspend for a reasonable period of time either the member's right to the use of Common facilities within the Common Elements or the member's right to vote. Provided however, the members of Association may overrule or terminate any rule or regulation or modification thereof by a vote of a majority of the members at a duly called meeting.

ARTICLE VII

WAIVER OF NOTICE

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

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

INDEMNIFICATION

Section 1.

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

Section 2.

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

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

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

Expenses incurred in defending a civil or criminal action, suitor proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this section.

The indemnification provided by this section shall not be deemed excessive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested directors or to otherwise, both as to action in this official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE X

AMENDMENT

Section 1. Amendment to By-Laws.

These By-Laws may be amended, altered or repealed in the following manner:

(a) By the Developer until such time as the Developer relinquishes its control of the Association in accordance with Article III, Section 3 herein; or

(b) By the members at any regular or special meeting upon the affirmative vote of the holders of not less than two-thirds (2/3) of the outstanding votes present at such meeting in person or represented by proxy.

Section 2. Recitation.

No modification or amendment to the By-Laws shall be valid and effective until the President and Secretary of the Association shall certify as to the adoption of such

amendment and shall file their certificate setting forth the text of the amendment with the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT "C"

"AS - BUILT" SURVEY, PLANS AND CERTIFICATION FOR OAKS OF FAIRHOPE, A CONDOMINIUM, PHASE I, AS THE SAME ARE RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA IN APARTMENT BOOK 26, PAGES 260-267 INCLUSIVE.

EXHIBIT "D"

**EASEMENTS, RESTRICTIONS AND OTHER ENCUMBRANCES ON THE
CONDOMINIUM PROPERTY**

- (a) All ad valorem taxes and assessments for the year of closing and thereafter.
- (b) Subject to a reservation of all oil, gas and other minerals and all rights in connection therewith.
- (c) Development Rights and Special Developer Rights granted Developer by the Condominium Documents and by the Act.
- (d) Subject to the Articles of Incorporation of Oaks Of Fairhope, Condominium Association, Inc., a not for profit corporation, as the same is recorded in the Office of the Judge of Probate as Instrument No. 1169294.
- (e) Subject to any future adjustment made by either the Tax Assessor's office or the Board of Equalization.
- (f) Utility easement and right-of-way granted Baldwin County shown of record in the Office of the Judge or Probate of Baldwin County.
- (g) That certain Fairhope Single Tax Lease dated February 6th, 2008 and recorded as Instrument #1100135 in the Office of the Judge of Probate of Baldwin County, Alabama.
- (h) Reservation of oil, gas and other minerals in, on, and under said real property, together with all rights or easements in connection therewith, as have previously been reserved by or conveyed to others and presently of record.
- (i) Zoning, planning, and other restrictions or regulations upon the use of the Property as may be imposed by Baldwin County, Alabama or any other governmental authorities having jurisdiction over the Property including but not limited to subdivision regulations as set forth in instrument by the Baldwin County Planning Commission.
- (j) Mortgage executed to First National Bank of Baldwin County recorded at Instrument #1115904 in the Office of the Judge or Probate of Baldwin County, Alabama;

All recording references are to the official records in the office of the Judge of Probate, Baldwin County, Alabama.

EXHIBIT "E"

**FRACTIONAL OWNERSHIP INTEREST IN COMMON ELEMENTS
(RESPECTIVE SHARE OF EACH UNIT)
AND
NUMERICAL VALUE OF TO
WHICH EACH UNIT IS ENTITLED**

FORMULA:

The formula for arriving at the Percentage (Fractional) Ownership Interest in the Common Elements (respective share of each Unit) shall be a percentage interest, which shall be determined by dividing the number of units (owned by any individual owner) by the total number of units available for sale (by Developer or assignee) to third party purchasers. The number of units for sale (by Developer or assignee in Phase I is 10) Any unit shall be determined to be for sale to a third party whether or not ready for occupancy.

EXHIBIT "F"

OAKS OF FAIRHOPE, A CONDINIUM OPERATING BUDGET

PHASE I

(based on 100% occupancy)

Projected Budget for the year after the conveyance of Phase I

INCOME

Association Fees

1.	Building Insurance	\$ 3,000.00
2.	Liability Insurance	\$ 1,000.00
3.	Property Tax (FST Rent)	\$ 2000.00
4.	Electricity	\$ 1,200.00
5.	Water	\$ 600.00
6.	Ground Maintenance	<u>\$ 2,400.00</u>
TOTAL		\$10,200.00

The above Estimated Operating Budget was prepared by the Developer, Double B Investments, LLC and is based upon 100% occupancy of Phase I. The Developer shall not be responsible for any increase in the Common Expenses of Sportsman's Storage Condominium Association, Inc. ("Association") occasioned by increases in the respective cost of water, sewer, maintenance, utilities, insurance, or other matters. The fiscal management of the Association shall be governed by the Board of Directors of the Association as set forth in the Declaration and By-laws of the Association. Buyer is responsible for the payment of all utilities individually metered or connected to his Unit. The estimated Common Expense for Phase I is deemed reasonably accurate and adequate as of the date of its preparation, but no warranty or guarantee is intended. No unit owner shall be exempt from paying his/her proportionate share of the Common Expense by waiver or nonuse or non-enjoyment of the Common Elements.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 5/ 5/2009 8:27 AM
Deed Tax \$ 5.00
TOTAL \$ 24.00
3 Pages

1175527



WARRANTY BILL OF SALE

STATE OF ALABAMA *

COUNTY OF BALDWIN *

KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration, to the undersigned Grantor, in hand paid by the Grantee herein, the receipt of whereof is hereby acknowledged, I, **DOUBLE B INVESTMENTS, LLC**, an Alabama Limited Liability Company, hereinafter referred to as the Grantor, does hereby GRANT, BARGIN, SELL and CONVEY the improvements, and transfer the leasehold interest in, unto **OAKS AT FAIRHOPE CONDOMINIUM ASSOCIATION**, hereinafter referred to the Grantee, subject to the provisions hereinafter contained, all that property in the County of Baldwin, State of Alabama, described as follows, to-wit:

Begin at the Southeast Corner of the property described in Fairhope Single Tax Lease recorded at Instrument Number 1100135 in the Office of the Judge of Probate of Baldwin County and run westerly along the southern boundary of said parcel a distance of 178.69 feet to a point; thence run North a distance of 167.34 feet to a point on the northern boundary of said parcel; thence run easterly along the north boundary of said parcel a distance of 178.58 feet to a point on the eastern boundary of said parcel; thence run south 166.77 feet to the point of beginning

Less and except units 1 through 10 inclusive of the Oaks of Fairhope, A condominium as recorded at Instrument Number 1169303, in the Office of the Judge of Probate of Baldwin County, Alabama.

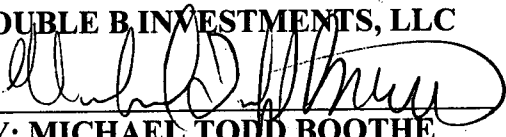
The recording references refer to the records in the office of the Judge of Probate, Baldwin County, Alabama, unless otherwise indicated.

TOGETHER WITH ALL AND SINGULAR, the rights, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the Grantee, in leasehold, and to the successors and assigns forever.

And, except as to the above and taxes and rents hereafter falling due, the Grantor, for itself, and for its successors and assigns, does hereby covenant with the said Grantee, its successors and assigns, that it is seized of a leasehold interest in and to said property, and the improvements thereon, that said property if free from all encumbrances, and that they will WARRANT AND FOREVER DEFEND the title to said property unto the said Grantee, and the successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals on this the 1 day of May, 2009.

DOUBLE B INVESTMENTS, LLC


BY: MICHAEL TODD BOOTHE
AS ITS: CO-MANAGER


BY: MATTHEW DENNIS BYRNE
AS ITS: CO-MANAGER

Grantor's Address:

PO 222
Fairhope AL 36532

Grantee's Address:

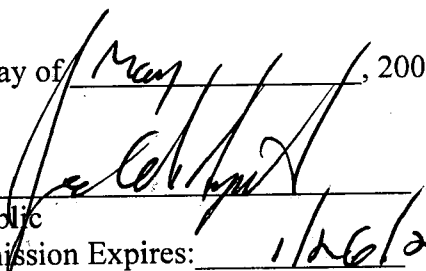
P.O. Box 222
Fairhope, AL 36533

STATE OF ALABAMA *

COUNTY OF BALDWIN *

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MATTHEW DENNIS BYRNE as CO-MANAGER of DOUBLE B INVESTMENTS, LLC**, whose name is signed to the foregoing instrument, and is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1 day of May, 2008.


Notary Public

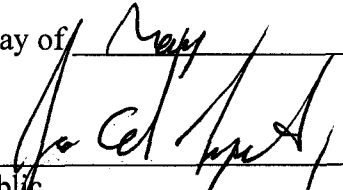
My Commission Expires: 1/26/2013

STATE OF ALABAMA *

COUNTY OF BALDWIN *

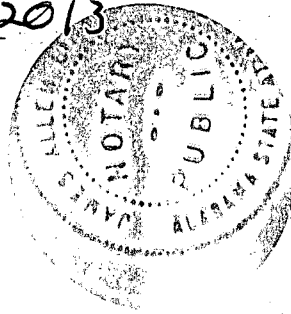
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MICHAEL TODD BOOTHE** as **CO-MANAGER of DOUBLE B INVESTMENTS, LLC**, whose name is signed to the foregoing instrument, and is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 1 day of May, 2008.



Notary Public

My Commission Expires: 12/01/2013



This instrument prepared by :
J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
251-928-0282

FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OF OAKS
OF FAIRHOPE, A CONDOMINIUM

Pursuant to Section 1.01 of the Declaration of Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded at Instrument #1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this First Amendment to such Declaration:

Section 2.06 as originally recorded is hereby replaced with the following:

2.06 Assurances regarding additional improvements.

Any additional improvements constructed pursuant to any Development Rights reserved by the Declarant in any part of the Condominium will be compatible with the existing structures in terms of architectural style, quality of construction and size. Any improvements (if any) made to the common elements and/or limited common elements will be of the same general type and size of the original common elements or limited common elements located within other parts of the condominium.

Section 4.05 as originally recorded is hereby replaced with the following:

4.05 Amendment to Include Additional Phase(s) to the Declaration.

The Developer, its successor and/or assigns, expressly reserves the right until the seventh (7th) anniversary of the recordation of this Declaration to submit all or any portion of the real property described on Exhibit "A" to this Declaration and the Condominium form of ownership, by filing an Amendment to this Declaration in the Office of the Judge of Probate, Baldwin County, Alabama, submitting said parcel or parcels or any portion thereof to the terms and conditions of this Declaration, all in accordance with the provisions in the Act.

All other provisions remain in full force and effect.

**THIS INSTRUMENT
PREPARED BY**

Benton & Lipscomb
200 Fairhope Avenue
P.O. Box 471
Fairhope AL 36533

DOUBLE B INVESTMENTS, LLC

Matthew Dennis Byrne
By: Matthew Dennis Byrne
Its: Manager

AMENDMENT TWO

This amendment is being recorded to replace Exhibit 'F' as originally recorded at Instrument #1169303 in the Office of the Judge of Probate of Baldwin County, Alabama.

EXHIBIT "F"

OAKS OF FAIRHOPE, A CONDOMINIUM OPERATING BUDGET

PHASE I

(based on 100% occupancy)

Projected Budget for the year after the conveyance of Phase I

INCOME

Association Fees

1.	Building Insurance	\$ 3,000.00
2.	Liability Insurance	\$ 1,000.00
3.	Property Tax (FST Rent)	\$ 2000.00
4.	Electricity	\$ 1,200.00
5.	Water	\$ 600.00
6.	Ground Maintenance	<u>\$ 2,400.00</u>
	TOTAL	\$10,200.00

The above Estimated Operating Budget was prepared by the Developer, Double B Investments, LLC and is based upon 100% occupancy of Phase I. The Developer shall not be responsible for any increase in the Common Expenses of Oaks Of Fairhope Condominium Association, Inc. ("Association") occasioned by increases in the respective cost of water, sewer, maintenance, utilities, insurance, or other matters. The fiscal management of the Association shall be governed by the Board of Directors of the Association as set forth in the Declaration and By-laws of the Association. Buyer is responsible for the payment of all utilities individually metered or connected to his Unit. The estimated Common Expense for Phase I is deemed reasonably accurate and adequate as of the date of its preparation, but no warranty or guarantee is intended. No unit owner shall be exempt from paying his/her proportionate share of the Common Expense by waiver or nonuse or non-enjoyment of the Common Elements.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 5/ 6/2009 1:48 PM
TOTAL \$ 13.00
1 Pages

1176064



SUPPLEMENTAL AMENDMENT and CERTIFICATION

This Supplemental Amendment and Certification is made to the Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded in Instrument Number 1169303 is hereby amended as follows:

Phase I, consisting of one building of ten units numbered 1 through 10 inclusive and the common area(s) attached thereto are hereby certified to be complete.

Double B. Investments, LLC

By: Matthew Dennis Byrne
Its: Manager

**THIS INSTRUMENT
PREPARED BY**

Benton & Lipscomb
200 Fairhope Avenue.
P.O. Box 471
Fairhope AL 36532

THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM OF OAKS
OF FAIRHOPE, A CONDOMINIUM



Pursuant to Section 1.01 of the Declaration of Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded at Instrument #1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this Third Amendment to such Declaration:

Pursuant to Section 4.05 of the Declaration of Condominium of Oaks of Fairhope, A Condominium the Developer hereby submits that portion described as: Oaks of Fairhope, a Condominium Phase II as described in the As Built survey recorded at Apartment Book 26 pages 265,266, 267 in the Office of the Judge of Probate of Baldwin County, Alabama to the Condominium form of ownership. Such parcel shall be subject to all the terms and conditions of the Declaration of Condominium as recorded at Instrument #1169303.

All other provisions remain in full force and effect.

DOUBLE B INVESTMENTS, LLC

By: Matthew Dennis Byrne
Its: Manager

THIS INSTRUMENT
PREPARED BY

Alan Lipscomb
P.O. Box 471
Fairhope AL 36533

FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OF OAKS
OF FAIRHOPE, A CONDOMINIUM

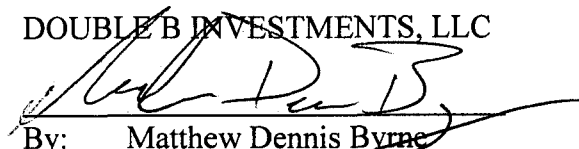


Pursuant to Section 1.01 of the Declaration of Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded at Instrument #1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this Fourth Amendment to such Declaration:

Pursuant to Section 4.05 of the Declaration of Condominium of Oaks of Fairhope, A Condominium the Developer hereby submits that portion described as: Oaks of Fairhope, a Condominium Phase III; units 21-30 inclusive, as described in the As Built survey recorded at Apartment Book 26 pages 265,266, 267 in the Office of the Judge of Probate of Baldwin County, Alabama to the Condominium form of ownership. Such parcel shall be subject to all the terms and conditions of the Declaration of Condominium as recorded at Instrument #1169303.

All other provisions remain in full force and effect.

DOUBLE B INVESTMENTS, LLC


By: Matthew Dennis Byrne
Its: Manager

THIS INSTRUMENT
PREPARED BY

Benton & Lipscomb
P.O. Box 471
Fairhope AL 36533

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/16/2010 9:10 AM
TOTAL \$ 25.00
5 Pages

1242129



CORRECTION WARRANTY BILL OF SALE

STATE OF ALABAMA *

COUNTY OF BALDWIN *

This correction warranty bill of sale made on the day and date hereinafter recited by DOUBLE B INVESTMENTS, LLC, an Alabama Limited Liability Company, hereinafter called the Grantor, and OAKS OF FAIRHOPE CONDOMINIUM OWNER'S ASSOCIATION, INC., hereinafter referred to as the Grantee.

W I T N E S S E T H

THAT WHEREAS, DOUBLE B INVESTMENTS, LLC, as Grantor, conveyed to OAKS AT FAIRHOPE CONDOMINIUM ASSOCIATION, as Grantee, by warranty bill of sale, dated the 1ST day of May, 2009 and recorded as Instrument No. 1175527, and following of the Baldwin County, Alabama Probate Records certain lands which are described therein; and

WHEREAS, in the warranty bill of sale incorporated herein, the Grantee's name and legal description were incorrect; and

WHEREAS, to prevent difficulties hereafter and to permit recordation of a warranty bill of sale which reflect the true

5

agreement of the parties in every respect, the parties desire to correct the errors.

NOW, THEREFORE, in consideration of the premises and the original consideration recited in the warranty bill of sale incorporated herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said DOUBLE B INVESTMENTS, LLC, an Alabama Limited Liability Company, the Grantor, does hereby GRANT, BARGAIN, SELL and CONVEY the improvements, and transfer the leasehold interest in, unto OAKS OF FAIRHOPE CONDOMINIUM OWNER'S ASSOCIATION, INC., the Grantee, and to Grantees' successors and assigns in leasehold forever, the following described real estate situated in Baldwin County, Alabama, to-wit:

Commencing at the Southeast corner of the Northwest quarter of Section 14, Township 6 South, Range 2 East; thence run N-90°00'00"-W, 23.00' to a point; thence run N-00°14'00"-E, 742.00 feet to a point; thence run N-00°10'34"-E, 100.57 feet to the Point of Beginning; thence run N-89°47'09"-W, 516.51 feet to a point; thence run S-00°12'57"-W, 100.57 feet to a point; thence run N-89°47'09"-W, 122.85 feet to a point; thence run N-00°04'27"-E, 166.21 feet to a point; thence run S-89°55'33"-E, 639.72 feet to the West right-of-way line of Blueberry Lane; thence run S-00°10'34"-W, along said West right-of-way line 67.20 feet to the Point of Beginning.

All recording references refer to the records in the office of the Judge of Probate, Baldwin County, Alabama, unless otherwise indicated.

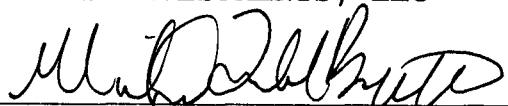
TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD unto the said Grantee, and to its successors and assigns, forever.

And, except as to the above and taxes and rents hereafter

falling due, which are assumed by the Grantee, the Grantor, for itself and for its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is seized of an indefeasible estate in leasehold interest in and to said property, that said property is free and clear of all encumbrances, and that it does hereby WARRANT AND WILL FOREVER DEFEND the title to said property, and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor and Grantee has hereunto set their hand and seals on this the 8 day of July, 2010.

DOUBLE B INVESTMENTS, LLC


BY: MICHAEL TODD BOOTHE
AS ITS: CO-MANAGER

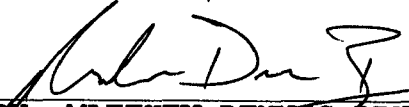

BY: MATTHEW DENNIS BYRNE
AS ITS: CO-MANAGER

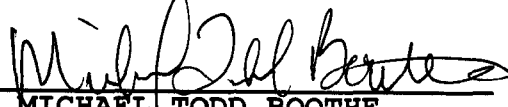
Grantor's Address

P.O. BOX 222

FAIRHOPE, AL 36533

**OAKS OF FAIRHOPE CONDOMINIUM
ASSOCIATION, INC.**


BY: MATTHEW DENNIS BYRNE
AS ITS: DIRECTOR


BY: MICHAEL TODD BOOTHE
AS ITS: DIRECTOR

Grantee's Address

P.O. BOX 222

FAIRHOPE, AL 36533

STATE OF ALABAMA §

COUNTY OF BALDWIN §

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MATTHEW DENNIS BYRNE and MICHAEL TODD BOOTHE as CO-MANAGERS of DOUBLE B INVESTMENTS, LLC**, whose names are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 8 day of July, 2010.

Angel Wngt

NOTARY PUBLIC

My Commission Expires 4-16-2011

STATE OF ALABAMA §

COUNTY OF BALDWIN §

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MATTHEW DENNIS BYRNE and MICHAEL TODD BOOTHE as DIRECTORS of OAKS OF FAIRHOPE CONDOMINIUM OWNER'S ASSOCIATION, INC.**, whose names are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 8 day of July, 2010.

Angel Wngt

NOTARY PUBLIC

My Commission Expires 4-16-2011

Without benefit to title search or survey.

THIS INSTRUMENT PREPARED BY:

J. Alan Lipscomb
BENTON & LIPSCOMB
Attorneys at Law
P.O. Box 471
Fairhope, Alabama 36533
251-928-0282

LEASE

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 7/16/2010 9:10 AM
DEED TAX \$ 2.50
MINERAL TAX \$ 1.00
TOTAL \$ 19.50
2 Pages

1242130

THIS LEASE, MADE THIS 23rd DAY OF June, 2010, BY AND BETWEEN FAIRHOPE SINGLE TAX CORPORATION, "LESSOR", OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND Oaks of Fairhope Condominium Association aka Oaks of Fairhope Condominium Owner's Association, Inc. OF Fairhope, AL, HEREINAFTER DESIGNATED AS THE "LESSEE."

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER SET FORTH HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

Commencing at the Southeast corner of the Northwest Quarter (NW ¼) of Section 14, Township 6 South, Range 2 East; thence run N 90° 00' 00" W, 23 feet to a point; thence run N 00° 14' 00" E, 742 feet to a point; thence run N 00° 10' 34" E, 100.57 feet to the POINT OF BEGINNING; thence run N 89° 47' 09" W, 516.51 feet to a point; thence run S 00° 12' 57" W, 100.57 feet to a point; thence run N 89° 47' 09" W, 122.85 feet to a point; thence run N 00° 04' 27" E, 166.21 feet to a point; thence run S 89° 55' 33" E, 639.72 feet to the West right-of-way line of Blueberry Lane; thence run S 00° 10' 34" W, along said West right-of-way line 67.20 feet to the P.O.B., containing 1.26 acres, more or less, **lands of the Fairhope Single Tax Corporation**, Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.

FOR THE TERM OF NINETY-NINE (99) YEARS FROM THIS DATE SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS HEREIN STATED. PROTECTIONS INDICATED FOR MORTGAGEE(S) WILL BE ENFORCED IF MORTGAGE INSTRUMENTS ARE RECORDED IN PROBATE.

(1) The Lessee shall pay to the Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July each year, the rental value of said land to be determined by the corporation through its Executive Council, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantage of location and natural qualities of different tracts and convert into the treasury of the Corporation all values attaching to such lands. If the Lessor receives information which causes the Lessor to believe the appraised value and/or taxes on the leased property will be different than those that had been predicted, the Lessor may submit a corrected bill for rent which more accurately takes account of the likely appraised value and/or taxes, and the Lessee shall be obligated to pay this bill within 30 days after the date of the bill. The lessee hereby expressly agrees that the rent shall be determined by the Corporation upon the principle stated, and shall be expended by the Corporation, subject to the conditions hereinafter stated.

(2) Lessee agrees not to authorize or permit any nuisance in the leasehold land, to comply with any applicable laws and ordinances of the City of Fairhope, County of Baldwin, and State of Alabama, and further agrees that the Lessee will, by no act or omission to act, render Lessor liable for any violation of such city laws or ordinances or county or state laws.

(3) In consideration of the agreement of the Lessee to pay the rentals herein provided, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and the improvements and personal property (moneys and credits excepted) held by Lessee upon the land herein leased; or will accept from the Lessee on rent, receipts of the taxing authorities, for taxes paid to State, County, School Districts, or City upon the improvements and personal property (moneys and credit excepted) held by Lessee upon the land herein leased or if all rent due be paid, will give a certificate in amount equal to such acceptable tax receipts remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that the Lessee will appoint whomsoever may be designated by the Corporation as lessee's agent to return Lessee's property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) The Fairhope Single Tax Corporation agrees in consideration of the covenants of said lease herewith evidenced, that no part of the rents paid by Lessee upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) The Corporation further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals who are members of the Corporation, with the exception of the right of members as participants in the government of the Corporation; all shall be treated with strict equality.

(6) It is mutually agreed that time is of the essence of this lease. In the event Lessee shall fail to pay rent when same is due or violate any of the other conditions of this lease and said breach remains uncorrected for a period of (90) days, Lessor may declare a default and give written notice thereof by registered mail, or its equivalent, to Lessee and to any mortgagee (of the improvements of the leased land) at the last address of such mortgagee known to Lessor and will add interest on said rent payment from due date, not to exceed the then legal interest rate declared by the State of Alabama; the Lessor shall have a lien for the rent and the interest thereon to the date of reinstatement of the lease or sale as herein provided, which ever last occurs. In the event Lessee fails to correct a rent deficiency within 90 days of any breach thereof, Lessor agrees to notify mortgagee and/or Lessee by registered mail, at the last known address provided to the Corporation, of such default and Lessor hereby grants to mortgagee and/or lessee 60 days beginning from the date of such notice, to cure Lessee's default. Further, the mortgagee and/or lessee will be given 30 days written notice of the time, place, and terms of sale of the property. In such event, the Lessor reserves the right (and Lessee agrees) at the Lessor's option to re-enter the leased land, sell said mortgaged improvements, and to take possession of the leasehold. Said sale shall be held at public sale at the front door of the Baldwin County Courthouse in Fairhope, Alabama, for cash to the highest bidder, after giving 30 days written notice of the time, place, and terms of sale together with a description of the property to be sold by publication once a week, for three consecutive weeks, in a newspaper of general circulation in Fairhope, Alabama, and Lessor, its agent or attorney, may conduct such sale and execute in the name of the Lessee proper conveyance of the property to the purchaser. The proceeds of said sale shall apply first to the payment of the cost of said sale, including a reasonable attorney's fee, second to the payment of the amount of said indebtedness (including a reasonable attorney's fee) and interest which is secured by mortgages, to the holders thereof, third to the payment of any indebtedness to the Corporation, and the balance, if any, to be paid to the Lessee. The sale of the improvements by the foregoing procedure shall terminate all rights under this lease. However, the purchaser at such sale, at purchaser's option, may remove any improvements on the land within a reasonable time. The remedies contained herein are not exclusive and the Lessor reserves the right to pursue any remedies available to it at law. In such event, the Lessor shall be entitled to recover a reasonable attorney fee. Any and all expenses associated with any deficiency, notices, mailings, collection efforts, etc. become the responsibility and obligation of the Lessee.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the Lessee, if a member, shall be entitled to have the land herein described and leased- or so much of it as the lessee may designate- included in the lessee's portion, at its actual value at the time, exclusive of improvements thereon, and if it exceeds in value such portion, to purchase the excess at such valuation. If not a member, the Lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the lands herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The Fairhope Single Tax Corporation reserves the right to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon. The terms of this paragraph do not apply during the time a mortgage exists on the leasehold interest and the improvements thereon.

(10) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 7, or 9, of this lease, the same shall be determined by three appraisers certified by the State of Alabama, to be selected as follows: the Corporation and the Lessee each choosing one, and the third to be selected by the two. Should any lessee fail to name his choice within thirty days after written notice by registered mail to do so, the Corporation may name one for him.

(11) Upon written request of the Lessee, this lease and any leasehold interest evidenced hereby will be assigned to individuals, corporations, partnerships or associations. Request will indicate monetary consideration, if any, mortgagee, if applicable, and will be accompanied by an appraisal recently completed by a State of Alabama certified appraiser. If comparison of sales price and appraisal indicates additional land value is included in sales price, then additional rent may be charged in consonance with Paragraph 1 pending reappraisal by Baldwin County Revenue Commissioner. If a mortgage exists, then the mortgagee must approve assignment. Should the Lessee desire to place any form of restrictions or restrictive covenants upon the leasehold interest, other than those imposed by any zoning ordinances, the lessee shall first obtain the prior written consent of the Lessor. An orientation on the lease must be completed by new Lessee prior to issuance of new lease. Upon assignment of this lease agreement, the Lessor reserves the right to issue its current lease.

(12) Surface rights only are hereby leased. All oil, gas and mineral rights are reserved by Lessor.

(13) The Lessee shall not grant or convey any easement, public or private, in, on, or under the leasehold interest without first obtaining the express written consent of the Lessor.

(14) This lease may be terminated by the Lessee after six months notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A Lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon, (subject to the Corporation's lien for rent) but if not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering Lessee on account of such improvements; the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other Lessees. The terms of this paragraph do not apply during the time a mortgage exists on the leasehold interest and improvements thereon or to a mortgagee that takes title as a result of foreclosure action or by bill-of-sale in lieu of foreclosure. If mortgagee desires, a new lease will be issued to mortgagee without requirement for orientation cited in Paragraph 11. When mortgagee sells the leasehold interest and improvements then paragraph 11 applies.

(15) This lease shall be binding upon the heirs, representatives, successors and assigns of the lessee.

IN WITNESS WHEREOF, THE PARTIES HERE UNTO HAVE SET THEIR HANDS IN DUPLICATE

THIS 23rd DAY OF June, 2010

BY ORDER EX. COUNCIL June 23, 2010

FAIRHOPE SINGLE TAX CORPORATION

[Signature] Lessee

[Signature] President

[Signature] Lessee

[Signature] Secretary

OAKS OF FAIRHOPE CONDOMINIUM
ASSOCIATION aka Oaks of Fairhope
Owner's Association, Inc.
STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that and
Lawrence P. Thomas and Leslie Stejskal
President and Secretary of Fairhope Single Tax Corporation, a corporation signed to the foregoing
conveyance and who are known to me, acknowledged before me on this day, that, being informed of the
contents of the conveyance, they as such officers and with full authority, executed the same voluntarily for
and as the act of said corporation.

Given under my hand this 23 day of

June 2010
[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 5, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
BALDWIN COUNTY)

I, Margaret Y. Best, A Notary Public, in and for said County
in said State, hereby certify that

Matthew Dennis Byrne and
Michael Todd Boothe

whose name(s) is (are) signed to the foregoing instrument and who is (are) known to me, acknowledged
before me on this day that, being informed of the contents of the instrument, he (she) (they) executed the
same voluntarily on the day the same bears date.

Given under my hand this 23 day of

June 2010
[Signature]
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 5, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



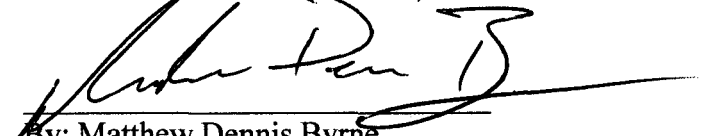
FIFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
OAKS OF FAIRHOPE, A CONDOMINIUM

Pursuant to Section 1.01 of the Declaration of Declaration of Condominium of Oak of Fairhope, A Condominium as recorded at Instrument No. 1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this Fifth Amendment to such Declaration:

Pursuant to Section 4.05 of the Declaration of Condominium of Oaks of Fairhope, A Condominium, the Developer hereby submits that portion described as: Oaks of Fairhope, a Condominium Phase IV; units 31-36 inclusive, as described in the As Built Survey recorded at Apartment Book 26, pages 265, 266, 267 in the Office of the Judge of Probate, Baldwin County, Alabama to the Condominium form of ownership. Such parcel shall be subject to all the terms and conditions of the Declaration of Condominium as recorded at Instrument No. 1169303.

All other provisions remain in full force and effect.

DOUBLE B INVESTMENTS, LLC



By: Matthew Dennis Byrne
Its: Manager

THIS INSTRUMENT PREPARED BY:

J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, Alabama 36533
(251) 928-0282

EXHIBIT C

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 9/20/2011 12:52 PM
TOTAL \$ 99.00
31 Pages

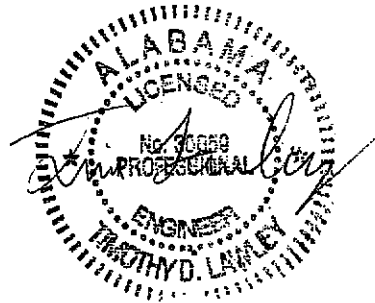
1303868



BMP MAINTENANCE PLAN FOR UNIT CONSTRUCTION AND LONG TERM

OAKS OF FAIRHOPE

48-UNIT COMPLEX
FAIRHOPE, ALABAMA



PREPARED FOR:
DOUBLE B INVESTMENTS, LLC
POST OFFICE BOX 222
FAIRHOPE, ALABAMA 36533



HUTCHINSON, MOORE & RAUCH, LLC
Engineers • Surveyors • Land Planners

Rec'd 3/15/11

OAKS OF FAIRHOPE FAIRHOPE, ALABAMA

TABLE OF CONTENTS

- I. INTRODUCTION
- II. GENERAL BEST MANAGEMENT PRACTICES (BMP) DISCUSSION
- III. OPERATION AND MAINTENANCE PLAN
- APPENDIX "A" – BEST MANAGEMENT PRACTICES PLAN
- APPENDIX "B" – INSPECTION AND MAINTENANCE CHECKLIST FORMS
- APPENDIX "C" – DRAINAGE & UTILITY EASEMENTS

I. INTRODUCTION

Proper installation and maintenance of stormwater and erosion control systems is necessary during construction of a development's infrastructure. However, it is also necessary that long term inspection and maintenance be performed by the future property owners of a development. The current owners and/or the future Property Owner's Association (POA) is responsible for being knowledgeable of and implementing this plan.

The current responsible party for operation and maintenance is:

Double B Investments, LLC
Post Office Box 222
Fairhope, Alabama 36533
Tel.: 251.583.3321

II. GENERAL BEST MANAGEMENT PRACTICES (BMP) DISCUSSION

o SEDIMENT AND EROSION CONTROL BMP

Erosion and the resulting sediment produced are problems associated with practically every residential land development. Land is constantly being disturbed and exposed to erosion. This can result in on-site damages such as gullied side slopes and washed out access roads. Off-site damage resulting from this erosion might include clogged drainage ditches, sediment deposits on adjacent property, and pollution of streams and lakes. Therefore, measures must be taken to protect land and water quality.

Three primary functions of sediment and erosion control BMPs are to establish and protect vegetation, to trap sediment, and to control run-off water. BMPs used primarily to perform one of these three functions may also, to a lesser extent, perform one or more of the other functions.

• VEGETATION

The best and most cost-effective protection against soil erosion is a good vegetative cover. Vegetation dissipates the energy of rain and slows the movement of run-off water. Roots and organic matter hold the soil in place. Vegetation tends to increase water movement through the soil, thus reducing run-off. Existing vegetation, particularly on steep slopes and in natural drains, should be protected. Vegetation, which includes grass, small trees and shrubs, should be fairly easy to establish on fertile, gently sloping areas. Steeper slopes of less fertile soil are much more difficult to vegetate. These areas where vegetation is difficult to establish are much more susceptible to erosion. Temporary cover crops can be used until a permanent vegetative cover is planted. Several temporary cover crops can be planted at a time of year that is unfavorable for seeding permanent cover. Applying proper rates of lime and fertilizer is also essential. Mulch should be used on steep slopes and other areas where it is difficult to establish vegetation. Mulch reduces run-off, which allows water to infiltrate the soil. It also helps to hold seed, fertilizer and soil in place.

- SEDIMENT CONTROL

Practices for trapping sediment are used to retard or divert the movement of sediment. Several practices that may be used at this facility include the following:

A) Hay Bale Barriers

Hay bales can be used as dikes to slow or divert channel flow or as a perimeter filter barrier. Hay bales should be installed in a trench, staked and back filled if they are to be effective in reducing flow velocity and filtering sediment from run-off. Hay bales should be inspected after every storm. Erosion around bale edges, erosion under bales or any other signs of deterioration should be repaired immediately. Hay bales should not remain in place more than 12 months after installation unless it can be determined significant deterioration has not occurred. When used as a perimeter filter, sediment should be removed when material is within six inches of the top of any bale.

B) Silt Fences

Silt fences are temporary structures to catch sediment and prevent gully erosion in temporary channels during construction and in permanent channels which are unvegetated and temporarily unable to handle flows. Silt fences should also be installed where sediment from sheet flow could enter onto adjacent property.

When installing, it is important the fabric material be anchored into a trench and back filled. Maintenance of filter fences is similar to that of hay bale dikes in that the fabric must be inspected and needed repairs implemented after every storm event. Sediment deposits should be removed when material reaches a depth of one-half the fence height.

C) Sedimentation Basin

A sedimentation basin is a reservoir which retains run-off long enough to allow sediment to settle out. A sedimentation basin represents one of the most important BMPs for run-off control. It is the last line of defense in a system of BMPs developed to prevent the run-off of contaminants from the development. Water enters the facility's sedimentation basin through a natural drainageway or a constructed channel and is released through an outfall structure.

Accumulated sediment in this basin should be removed periodically to maintain effective storage volume. Maintenance should also include regular inspections of outlet structures, dike embankments, and the entrance points, to guard against erosion or blockages that could cause dike failure or damage during storm events.

- RUN-OFF WATER CONTROL

Methods for controlling run-off water at this facility may include the use of diversion berms and swales. Flowrates along these berms and within these

swales can be controlled by the use of energy dissipators and grade control structures.

A) Berms

Diversion berms act to stop run-on from adjacent property and direct run-off from the facility into the sedimentation basin or into natural drainageways or constructed channels which flow into the sedimentation basin. The diversion berms should be resistant to erosion from concentrated run-off and be of sufficient height to prevent overtopping.

B) Swales

Swales act to stop run-off onto adjacent property as well as to direct the facility's run-off into the sedimentation basin. Any constructed swales should be vegetated to allow for sediment removal before the water reaches the sedimentation basin. The facility's natural drainage system has been used whenever possible.

C) Grade Control Structures

Where strong gradients may exist, constructed swales or drainage ditches should be protected from erosion by reducing flow rates. This can be achieved through the use of grade control structures such as check dams, rip rap or similar materials. These grade control structures create barriers to flow, decrease flow rates, increase sedimentation, and level channel/ditch gradients.

o GOOD HOUSEKEEPING BMP

Best management practices will also minimize the movement of many pollutants other than sediments. Those pollutants that are mixed in solution or are carried on fine grained sediments may pass through all BMPs and eventually reach downstream water bodies. Materials such as petrochemicals, pesticides and fertilizers are nearly impossible to control once they are present in run-off water. The only practical control option available is to prevent these pollutants from reaching run-off waters through the use of proper application techniques and good housekeeping practices.

The use of many insecticides, herbicides and rodenticides is restricted by Federal or State law. These materials would be used rarely if not at all at this facility, but in the event that they are used, strict adherence to recommended practices will be observed.

Water pollution may occur from fertilizers used to develop adequate vegetation on exposed ground surfaces. If fertilizers are to be used at this facility, applications will take place in periods of best plant generation and will not take place in times of bad weather.

Measures will be taken to control on-site litter. On-site litter will be picked up and disposed of properly.

III. OPERATION AND MAINTENANCE PLAN

The BMP Plan in Appendix A shows the erosion control plan and the permanent structures for the development. Temporary erosion control devices such as silt fence, hay bales, and wattles should be installed, maintained, and then removed by the construction contractor. Permanent structures such as inlets, pipes, ponds, and outfall structures must be inspected and maintained for the long term.

The stormwater system components for this development have been designed to control the 100-year, 24-hour storm event. The components shown on the BMP Plan in Appendix A include the following:

- Concrete Headwalls
- Inlets
- Stormsewer Pipes
- Roof Drains and Downspouts
- Grassed Swales
- Retention Pond
- Outfall Structure
- Riprap at Outfall Structure

All of the above listed components are physically located within common area or drainage easements. All grass and landscaping inside or outside of the drainage/detention system will be the responsibility of the Landscape Maintenance Contractor hired by the developer or the Property Owners Association. In addition to the grass and landscaping, all other common areas (parking, curb, sidewalks, utility easements, building exteriors, etc. will be maintained by the developer or the Property Owners Association.

The Inspection and Maintenance Checklists located in Appendix B give the inspection intervals/frequency for the above referenced stormwater management components.

As required by and more accurately described in the "Stormwater Facility Management Agreement", the developer or POA must inspect and submit an inspection report every three years. These inspections will be performed by a Professional Engineer registered in the State of Alabama. The first inspection report will be submitted by December 31 of the third year after the completion of construction. Subsequent inspection reports will be submitted by December 31 of every successive third year.

The Inspection and Maintenance Checklists found in Appendix B give a very detailed description of items that need to be observed and considered for each stormwater system component. In general, 1) all pipes and inlets will be inspected for sediment and debris, 2) the pond will be inspected for excessive sediment and vegetative growth, 3) all pipes, inlets, curbs and asphalt will be inspected for damage or undermining.

Trash, sediment and other pollutants removed from the components will be disposed of in a permitted Solid Waste Disposal Facility. If the amount of material is one cubic yard or less, it will be deposited in the onsite dumpster. If the material is greater than one cubic yard, it will be hauled directly to an approved disposal facility.

APPENDIX “A”
BEST MANAGEMENT PRACTICES PLAN

APPENDIX “B”
INSPECTION AND MAINTENANCE CHECKLIST FORMS

Stormwater Pond Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Stormwater Pond Type: Wet Pond ☐ Wet ED Pond ☐ Micropool Pond ☐

Multiple Pond System ☐ Dry Pond ☐

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Embankment and Emergency Spillway				
Vegetation healthy?	A/S			
Erosion on embankment?	A/S			
Animal burrows in embankment?	A/S			
Cracking, sliding, bulging of dam?	A/S			
Drains blocked or not functioning?	A/S			
Leaks or seeps on embankment?	A/S			
Slope protection failure functional?	A/S			
Emergency spillway obstructed?	A/S			
Erosion in/around emergency spillway?	A/S			
Other (describe)	A/S			
Riser and Principal Spillway (describe type: concrete pipe, slotted weir, channel, etc.)				
Low-flow orifice functional?	A/S			
Trash rack (Debris removal needed? Corrosion noted?)	A/S			
Sediment buildup in riser?	A			
Concrete/masonry condition (Cracks or displacement? Spalling?)	A			
Metal pipe in good condition?	A			
Control valve operation?	A			
Pond drain valve operation?	A			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Outfall channels function, not eroding?	A			
Other (describe)	A			
Permanent Pool Areas (if applicable)				
Undesirable vegetation growth?	M			
Visible pollution?	M			
Shoreline erosion?	M			
Erosion at outfalls into pond?	M			
Headwalls and endwalls in good condition?	M			
Encroachment into pond or easement area by other activities?	M			
Evidence of sediment accumulation?	M			
Dry Pond Areas? (if applicable)				
Vegetation adequate?	M			
Undesirable vegetation or woody plant growth?	M			
Excessive sedimentation?	A			
Hazards				
Have there been complaints from residents?	M			
Public hazards noted?	M			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the inspection items above are checked "yes" for "maintenance needed," list maintenance actions and the completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Constructed Wetlands Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Constructed Wetland Type: ED Wetland ☐ Pocket Wetland ☐ Wetland ☐

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Embankment and Emergency Spillway				
Vegetation healthy?	A/S			
Erosion on embankment?	A/S			
Animal burrows in embankment?	A/S			
Cracking, sliding, bulging of dam?	A/S			
Drains blocked or not functioning?	A/S			
Leaks or seeps on embankment?	A/S			
Slope protection failure functional?	A/S			
Emergency spillway obstructed?	A/S			
Erosion in/around emergency spillway?	A/S			
Other (describe)	A/S			
Riser and Principal Spillway (describe type: concrete pipe, slotted weir, channel, etc.)				
Low-flow orifice functional?	A/S			
Trash rack (Debris removal needed? Corrosion noted?)	A/S			
Sediment buildup in riser?	A			
Concrete/masonry condition (Cracks or displacement? Spalling?)	A			
Metal pipe in good condition?	A			
Control valve operation?	A			
Pond drain valve operation?	A			
Outfall channels function, not eroding?	A			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Other (describe)	A			
Sediment Forebays				
Sedimentation description				
Sediment cleanout needed (over 50 percent full)?	AS			
Constructed Wetland Ponding Areas				
Wetland vegetation present and healthy?	M			
Vegetation removal needed?	M			
Floatable debris removal needed?	M			
Visible pollution?	M			
Shoreline problem?	M			
Erosion at outfalls into ponds?	M			
Headwalls and endwalls in good condition?	M			
Encroachment into pond or easement area?	M			
Hazards				
Have there been complaints from residents?	M			
Public hazards noted?	M			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Bioretention Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Treatment Area				
Treatment area free of debris?	M			
Inlets and outlets unobstructed?	M			
Is there standing water longer than 24 hours after a storm event?	S			
Evidence of erosion?	M/S			
Vegetation				
Adjacent area fully stabilized (no evidence of eroding material into Bioretention area)?	A			
Plant height not less than design ponding depth?	A			
Plant composition according to approved plan?	A			
Grass height not more than 6 inches?	M			
Vegetation overgrown?	A			
Other	A			
Hazards				
Have there been complaints from residents?	M			
Public hazards noted?	M			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Sand Filter Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site conditions: _____

Sand Filter Type: Perimeter Filter ☐ Underground Filter ☐ Above Ground Filter ☐

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Sand filter free of debris?	M			
Inlets and outlets free of debris?	M			
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into sand filter)	A			
Water Retention (where required)				
Water holding chambers at normal pool?	M			
Evidence of erosion?				
Sediment Deposition				
Filtration chamber free of sediments?	A			
Sedimentation chamber not more than 50% full?	A			
Structural Components				
Any evidence of structural deterioration?	A			
Grates in good condition?	A			
Spalling or cracking of structural parts?	A			
Outlet/Overflow Spillway	A			
Other				
Noticeable odors?	A			
Evidence of flow bypassing facility?	A			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Enhanced Swales / Grass Channels / Filter Strips Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Inspector: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Facility and adjacent area free of debris?	M			
Inlets and outlets free of debris?	M			
Any dumping of yard wastes into facility?				
Litter (branches) removed?	M			
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into swale, channel or filter strip)	M			
Grass mowed?	M			
Plant height not less than design water depth?	M			
Fertilized per specifications?	M			
Plan composition according to approved plan?	M			
Unauthorized or inappropriate plantings?	A			
Plants healthy? (no diseased or dying vegetation)	M			
Evidence of plants stressed from inadequate watering?	M			
Filtration Capacity				
Clogging from oil or grease?	M			
Facility dewateres between storms?	M			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Check dams and energy dissipators/sumps				
Any evidence of sedimentation build up?	A/S			
Are sumps greater than 50% full of sediment?	A/S			
Any evidence of erosion and down stream toe of drop structures?	A/S			
Sediment Deposition				
Swale clean of sediments	A			
Sediment not >20% of swale design depth	A			
Outlet/Overflow Spillway				
In good condition?	A			
Any evidence of erosion?	A			
Any evidence of blockages?	A			
Has facility been filled or blocked inappropriately?	A			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____ (date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Buffers Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number _____

Site Status: _____

Date: _____ Time: _____ Inspector: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into buffer)	M			
Grass mowed (if applicable—Zone 2 only)?	M			
Vegetation healthy?	M			
Zone 1 is undisturbed	M			
Level Spreader				
Vegetation is healthy				
Lip of spreader shows no signs of erosion	M			
Sediment noted in spreader?	M			

Inspector Comments:

Overall Condition of Buffer: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Proprietary BMP Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Inspector: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Adjacent area free of debris?	M			
Inlets and outlets free of debris?	M			
Facility (internally) free of debris?	M			
Vegetation				
Surrounding area fully stabilized? (no evidence of eroding material into proprietary BMP)	M			
Grass mowed?	M			
Oil and Grease				
Any evidence of filter(s) clogging?	M			
Water retention where required				
Water holding chambers at normal pool?	M			
Evidence of erosion?				
Sediment Deposition				
Filtration Chamber free of sediments?	A			
Sedimentation chamber not more than 50% full?	A			
Structural Components				
Any evidence of structural deterioration?	A			
Grates in good condition?	A			
Spalling or cracking of structural parts?	A			
Outlet/Overflow Spillway	A			

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Other				
Noticeable odors?	A			
Evidence of flow bypassing facility?	A			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Greenroof Inspections and Maintenance Checklist

Site Name: _____ Owner change since last inspection? ☐ Y ☐ N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Inspector: _____

Greenroof Type: Extensive Roof Cover ☐ Intensive Roof Garden ☐

Inspection Frequency Key: A=annual; M=monthly; S=after major storms; G=monthly during April-September growing season only

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Debris Removal				
Gutter inlets blocked by plant debris/trash or plant growth hindered by debris?	M			
Vegetation				
Any evidence of additional irrigation needs?	G			
Fallen leaves/debris interfering with plant health?	M			
Any dead plants to be replaced?	M			
Any need for weeding/mowing/trimming?	G			
Soil Substrate/Growing Medium				
Any evidence of wind or water erosion?	A			
Structural Components				
Any evidence of structural deterioration?	A			
Load-bearing walls in good condition?	A			
Spalling or cracking of structural parts?	A			
Access/maintenance routes maintained and free of debris?	M			
Other				
Any locations of standing water that may harbor insect infestations?	S			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

Permeable Pavement Inspection and Maintenance Checklist

Site Name: _____ Owner change since last inspection? Y N

Location: _____

Owner Name: _____

Address: _____ Phone Number: _____

Site Status: _____

Date: _____ Time: _____ Site Condition: _____

Inspection Frequency Key: A=annual; M=monthly; S=after major storms

Inspection Items	Inspection Frequency	Inspected? (Yes/No)	Maintenance Needed? (Yes/No)	Comments/Description
Pavement Area				
Pavement area free of debris?	M			
Inlets and outlets unobstructed?	M			
Is water standing after a storm event?	S			
Any evidence of clogged pores that require vacuum-sweeping?	M			
Access to pervious pavement (egress and ingress routes) safe and efficient?	M			
Vegetation				
Adjacent area fully stabilized (no evidence of eroding material into or from pervious pavement area)?	A			
Any noticeable irrigation needs?	M			
Fallen leaves/plant debris collecting in paving area?	M			
Grass height over 4 inches?	M			
Vegetation health affected by oil/grease from vehicles?	A			
Other	A			
Hazards				
Obstructions or debris affecting overflows/emergency spillways?	M			
Load-bearing capability of pavement intact?	M			

Inspector Comments:

Overall Condition of Facility: ☐ Acceptable ☐ Unacceptable

If any of the above Inspection Items are checked "yes" for "maintenance needed," list maintenance actions and their completion dates below:

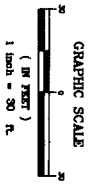
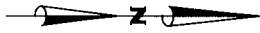
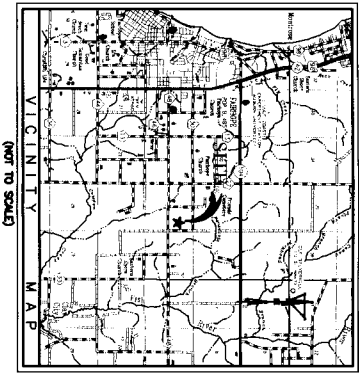
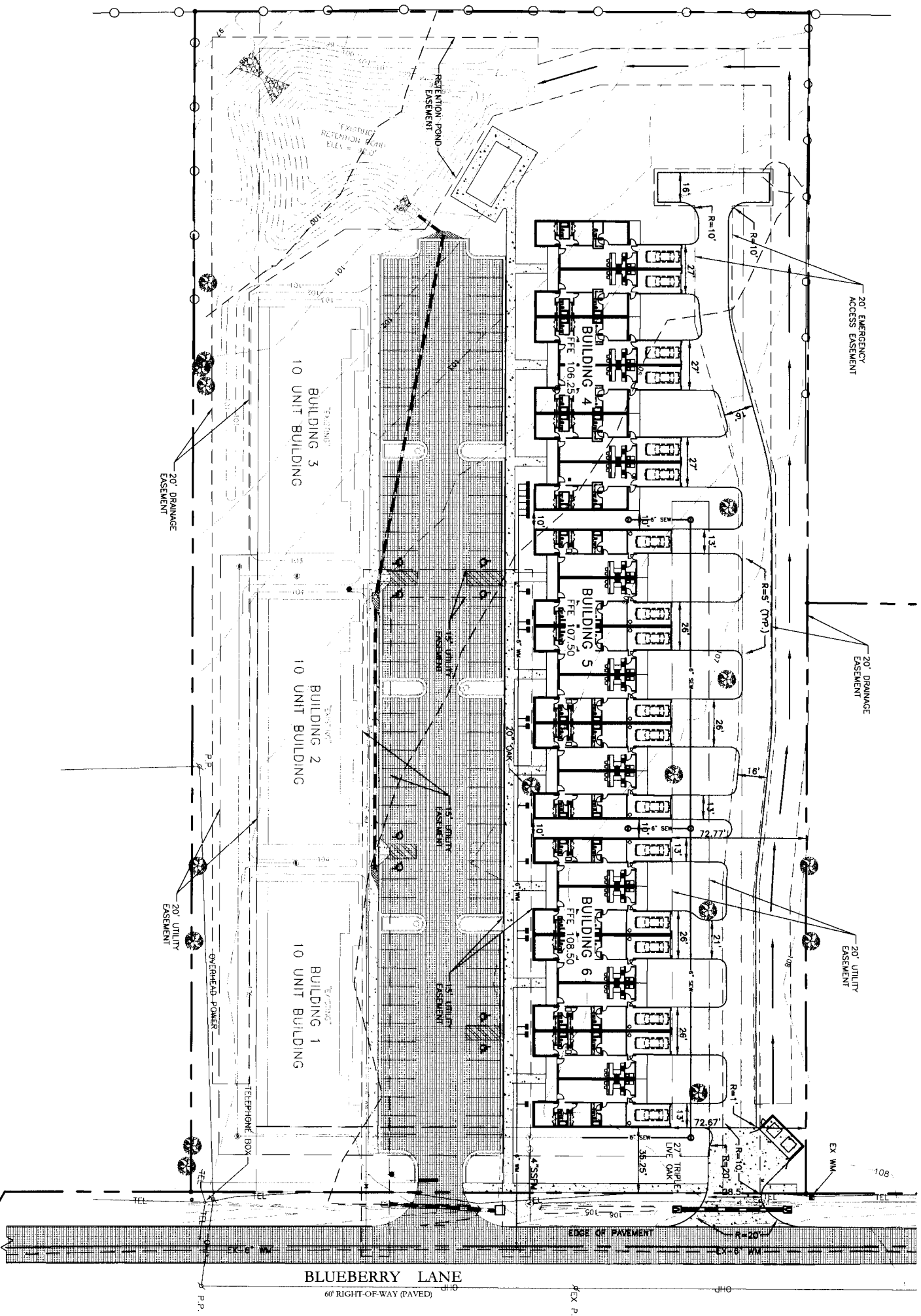
Maintenance Action Needed	Due Date

The next routine inspection is scheduled for approximately: _____
(date)

Inspected by: (signature) _____

Inspected by: (printed) _____

APPENDIX "C"
DRAINAGE & UTILITY EASEMENTS



LEGEND

- PROPOSED GRAVEL ALLEYWAY
- PROPOSED CONCRETE AREAS
- EXISTING ASPHALT AREAS
- PROPOSED GRASS SWALE

NO.	
REVISION	
DATE	
DESCRIPTION	



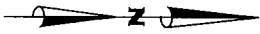
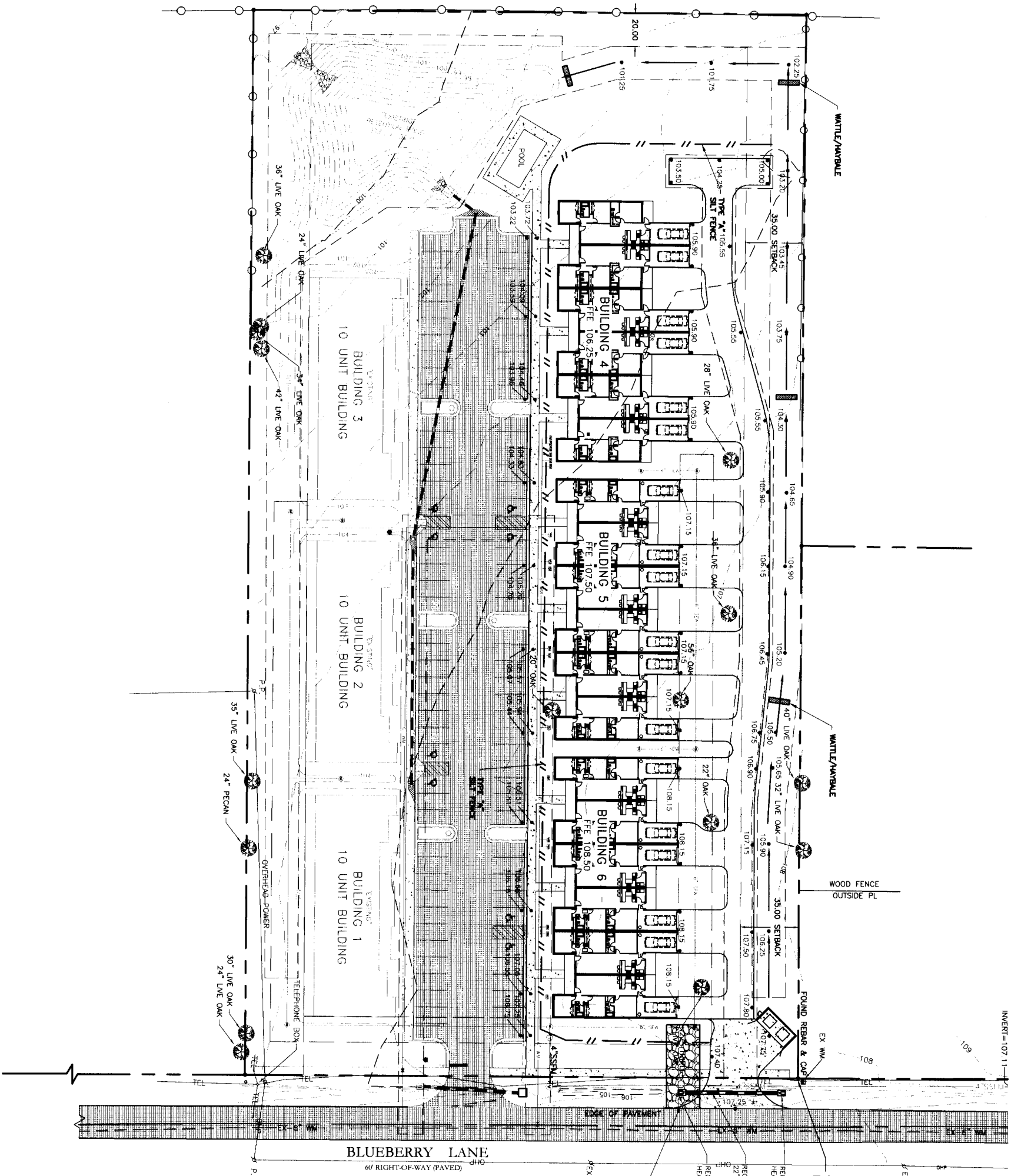
HUTCHINSON, MOORE & RAUCH, LLC
ENGINEERS • SURVEYORS
LAND PLANNERS
2039 MAIN STREET
DAPHNE, ALABAMA 36526
TEL (251) 626-2626
FAX (251) 626-6934
dphne@hmrengineers.com

EASEMENTS
01045-3278-10.25

SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
1" = 30'	FEBRUARY 2011	J.C.		1 OF 1

Oaks Of Fairhope - Phase II

DOUBLE B INVESTMENTS, LLC.



TBM = TOP OF IRON PIN
ELEVATION = 108.15 NAVD 1988

CONSTRUCTION ENTRANCE (SEE DETAIL)
(EXISTING GRAVEL DRIVE TO BE USED)

LEGEND

- PROPOSED GRAVEL ALLEYPATH
- PROPOSED CONCRETE AREAS
- EXISTING ASPHALT AREAS
- 1' CONTOURS
- 5' CONTOURS
- RECD CLASS "A" SILT FENCE
- WATTLE/HAYBALE DITCH CHECK

NOTES:

1. INLET SEDIMENT TRAP TO BE INSTALLED AT ALL INLETS (SEE DETAIL SHEET NO. 10)
2. MEASURES TO BE IMPLEMENTED ON ALL AREAS NOT UNDERGOING ACTIVE DISTURBANCE OR ACTIVE CONSTRUCTION AND PROGRESSIVE CONSTRUCTION FOR LONGER THAN THIRTEEN (13) DAYS TO PREVENT/AVOID EROSION. ENSURE THINLY TEMPORARY VEGETATION COVER, AND REPAIRMENT RE-VEGETATION OR COVER OF ALL DISTURBED AREAS WHEN DISTURBANCE IS OVER.
3. ROAD TRACKING SHALL BE CLEANED EACH DAY.
4. THIS SITE SHALL COMPLY WITH THE CITY OF FAIRHOPE EROSION AND SEDIMENT CONTROL ORDINANCE #1398.
5. IF THE SITE IS WITHIN 100' OF A CRITICAL AREA, THE SITE SHALL COMPLY WITH THE CITY OF FAIRHOPE RED SOILS REGULATION ORD. #1313, WHICH REGULATES RED SOILS/CLAY IN OR NEAR CRITICAL AREAS.
6. BMP's SHALL BE INSTALLED AS PER THE ALABAMA HANDBOOK STANDARDS.
7. BMP's SHALL BE INSTALLED WITH MINIMAL CLEARING ACTIVITY.
8. PHASING SCHEDULE SHOULD BE OUTLINED IN SEPARATE DRAWINGS IF NECESSARY. PHASE I SHOULD BE BMP INSTALLATION.



HUTCHINSON, MOORE & RAUCH, LLC
ENGINEERS & SURVEYORS
LAND PLANNERS

2039 MAIN STREET
DAPHNE, ALABAMA 36526

TEL (251) 626-2626
FAX (251) 626-6934
dpmr@hmr-engineers.com

10_ECP PLAN
01045-3278-10.25

Oaks Of Fairhope - Phase II
EROSION CONTROL PLAN
DOUBLE B INVESTMENTS, L.L.C.

SCALE: 1" = 30'
DATE: FEBRUARY 2011
DRAWN BY: JLG
CHECKED BY:
SHEET: 9 OF 12

This Instrument Prepared By:

Hutchinson, Moore & Rauch, LLC

2039 Main Street

Daphne, Alabama 36526

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 9/21/2011 10:17 AM
TOTAL \$ 45.00
13 Pages

1303981



City of Fairhope, Alabama

Storm Water Facility Maintenance Agreement

THIS STORM WATER FACILITY MAINTENANCE AGREEMENT (this "Agreement") is made, executed and entered into this 25TH day of August 2008, by Double B Investments, LLC (hereinafter called "Landowner"), to and for the benefit of the City of Fairhope, Alabama, a municipal corporation organized under the laws of the State of Alabama (hereinafter called the "City").

Recitals:

WHEREAS, Landowner is the owner of that certain real property located in Baldwin County, Alabama and more particularly described on Exhibit "A" attached hereto and by reference made a part hereof (the "Property");

WHEREAS, Landowner is in the process and constructing and developing a subdivision on the Property to be known as Oaks of Fairhope (the "Subdivision");

WHEREAS, Landowner has applied with the City for preliminary plat approval for the plat of the Subdivision, a copy of which is attached hereto as Exhibit "B" (the "Plat");

WHEREAS, as a condition to the preliminary approval of the Plat, the City requires the construction and improvement of certain storm water management facilities as shown and referenced on the Plat and/or otherwise approved by the City in writing (the "Facilities");

WHEREAS, as a further condition to the approval of the Plat, the City requires that the Facilities be constructed and adequately maintained by Landowner, its successors and assigns, including any homeowners association formed by Landowner for purposes of managing and maintaining any common areas of the Subdivision (the "Association");

Agreement:

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landowner and the City, intending to be legally bound, hereby covenant and agree as follows:

1. Landowner shall construct and improve the Facilities strictly in accordance with the plans and specifications therefore (a) set forth on the Plat and/or (b) otherwise approved by the City in writing. Landowner acknowledges and agrees that the completion of construction of the Facilities is a condition to the City's final approval of the Plat; provided, however, that in the event the City allows Landowner to provide a bond or other guarantee of completion of the Facilities, the Facilities shall be completed at least thirty (30) days prior to the expiration of said bond or other guarantee.

2. Landowner shall maintain the Facilities in such condition that the Facilities properly operate, function and perform (as designed by a professional engineer) for their intended purpose(s), which maintenance shall include, at a minimum, all maintenance required by all laws and ordinances of the City, the maintenance plan attached hereto as Exhibit "C", all items set forth on the Maintenance Checklist (hereinafter defined), and such other maintenance as is customary in Baldwin County, Alabama with respect to substantially similar stormwater management facilities. As used herein, the term "Facilities" shall include, without limitation, all pipes, channels or other conveyances built to convey storm water to the Facilities, as well as all storm water structures, improvements, and vegetation provided to control the quantity and quality of storm water that discharges from the Property. In connection with Landowner's maintenance of the

Facilities, Landowner shall follow and comply with the Storm Water Structural Control Maintenance Checklists attached hereto as Exhibit "D" and incorporated herein by reference ("Maintenance Checklist").

3. Landowner shall inspect the Facilities and submit an inspection report every three years. Said inspections shall be conducted at the sole expense of Landowner by a professional engineer registered in the State of Alabama and reasonably acceptable to the City and which inspection report shall be certified by said engineer to the City, which form of certification shall be reasonably acceptable to the City. The first inspection report is due by December 31st of the third year after completion of construction of the Facilities and subsequent inspection reports are due by December 31st of every successive third year thereafter. Each inspection report shall detail the then-current state of effectiveness of the Facilities and shall note any deficiencies in the Facilities and/or any portion or component thereof. The purpose of the inspection reports is to assure safe and proper operation and functioning of the Facilities.

4. Landowner hereby grants an irrevocable license to the City and its authorized agents and employees to enter upon the Property and to inspect the Facilities whenever the City deems necessary. The City shall provide Landowner copies of any inspection findings of the City. In the event the City finds any deficiencies in the Facilities, whether as a result of the inspection reports required under Paragraph 3 hereof or as a result of a City inspection conducted in accordance with this Paragraph, the City shall have the right, but not the obligation, to issue a written notice to Landowner of any such deficiencies. In the event the City issues any such deficiency notice, Landowner shall cure any such deficiencies within the time set forth for such deficiencies required by applicable law (whether federal, state, local or otherwise) and in any event within thirty (30) days of its receipt of such notice.

5. In the event Landowner fails to maintain the Facilities in good working condition acceptable to the City and in accordance with the terms and conditions hereof, the City shall have the right, but not the obligation, to enter upon the Property and take whatever steps are necessary to correct and bring the Facilities into good working condition and to charge the costs of such repairs to Landowner;

provided, however, that in no event shall the foregoing be construed as to allow the City to erect any structure of permanent nature on the Property outside of the easement or other areas for the Facilities as shown on the Plat. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, Landowner shall reimburse the City for all such costs and expenses within thirty (30) days of Landowner's receipt of the City's written demand therefore. Any sums not reimbursed to the City within said thirty (30) day period shall accrue interest at the rate of twelve percent (12%) per annum.

7. In the event of the employment of an attorney for the collection of any amount due hereunder or for the institution of any valid suit for the enforcement of any of the terms and conditions hereof, or on account of or for any other reason in connection herewith, Landowner covenants and agrees to pay and reimburse the City for its reasonable attorney's fees incurred in connection therewith.

8. This Agreement imposes no liability of any kind whatsoever on the City and Landowner covenants and agrees to defend, indemnify and hold the City harmless from and against any and all liability, loss, cost, damage and expense (including reasonable attorney's fees) in the event the Facilities fail to operate properly, whether as a result of improper design, maintenance or otherwise.

9. This Agreement shall be recorded in the records of the Probate Court of Baldwin County, Alabama and shall constitute a covenant running with the land, and shall be binding on Landowner and its successors and assigns with regard to any interest in the Property, including, without limitation, the Association. It is expressly contemplated hereby that Landowner may convey the Facilities to the Association in which event the Association shall be obligated to perform all duties and obligations of "Landowner" hereunder.

10. Landowner represents and warrants to the City that Landowner is the sole and absolute owner of the Property and is properly authorized to enter into this Agreement.

11. This Agreement shall be construed in accordance with the laws of the State of Alabama.

12. This Agreement may be executed in multiple counterparts by original or facsimile signatures, and each such counterpart shall be considered an original, but all of which together shall constitute one and the same agreement.

13. In the event of a default by Landowner hereunder, the City shall be entitled to all rights and remedies provided under applicable state law, including the right of specific performance.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement.

16. Each notice, request, and communication required under this Agreement shall be in writing. It will be deemed to have been received: (i) on personal delivery; (ii) on the second business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if by facsimile, on receipt of electronic confirmation of its receipt (but only if the facsimile is followed by delivery by United States mail); or (iv) if mailed, on actual receipt (but only if sent by registered or certified mail, with return receipt requested, addressed to the other party's address below):

If to the City: City of Fairhope, Alabama
Attn: Planning Director
555 South Section Street
Fairhope, Alabama 36532

If to Landowner: Double B Investments, LLC
Attn: Matt Byrne
Post Office Box 222
Fairhope, Alabama 36533

Any party hereto may change its address for notice hereunder by giving notice to the other party in accordance with the foregoing. Any such change in address shall be effective ten (10) days following receipt of such notice by the receiving party.

17. Time is of the essence with respect to each obligation of the parties hereto under this Agreement.

18. The foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except in a writing signed by all of the parties hereto. To the extent that this Agreement differs in any manner whatsoever from prior written or oral agreements regarding the subject matter hereof, or from any documents which are attached hereto, the terms and conditions of this Agreement shall control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Landowner have caused this Agreement to be executed by and through its duly authorized representatives effective as of the date first set forth above.

LANDOWNER:

[Insert name of Landowner]

By: Matt Byrne
Name: Member
As Its: Member

STATE OF Alabama :
COUNTY OF at Large :

I, the undersigned Notary Public in and for said County in said State, hereby certify that Matt Byrne, whose name as Member of Double B Investment, a member, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she, as such Member and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said agreement.

Given under my hand and official notarial seal this 25th day of August, 2008.

{SEAL}

Doris A. Howard
NOTARY PUBLIC
My Commission Expires: NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 20, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Exhibit List:

Exhibit A – Description of the Property

Exhibit B – Copy of the Site Plan

Exhibit C – Copy of Maintenance Plan with Maintenance Checklist

EXHIBIT "A"

DESCRIPTION OF PROPERTY

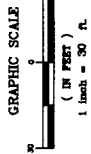
STORM WATER FACILITY MANAGEMENT AGREEMENT

EXHIBIT A

SOUTH 330 FEET OF NORTH 391 FEET OF REMAINDER OF EAST HALF (E-1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF NORTHWEST QUARTER (NW 1/4), AFTER ALLOWING 23 FEET FOR ROAD ON EAST, AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS: FROM SE CORNER OF NW 1/4 SECTION 14 RUN WEST 23 FEET AND NORTH 00° 14' E, 742 FEET TO A POINT ON THE W/S OF A ROAD FOR POB; THENCE NORTH 00° 14' EAST, 330 FEET ALONG THE W/S OF SAID ROAD TO A POINT; THENCE WEST 644.9 FEET, MORE OR LESS, TO W/S OF EAST 1/4 OF SE 1/4 OF SAID NW 1/4; THENCE SOUTH 330 FEET ALONG SAID W/S TO A POINT AND THENCE EAST 645.4 FEET, MORE OR LESS, TO A POB, ACCORDING TO A SURVEY MADE APRIL 2, 1960 BY CLAUDE W. ARNOLD, LAND SURVEYOR; SECTION 14, T6S, R2E, BALDWIN COUNTY, ALABAMA. (Description copied from Lease supplied by client).

EXHIBIT "B"

COPY OF THE SITE PLAN



LEGEND

- PROPOSED GRAVEL ALLEYWAY
- PROPOSED CONCRETE AREAS
- EXISTING ASPHALT AREAS
- PROPOSED GRASS SWALE

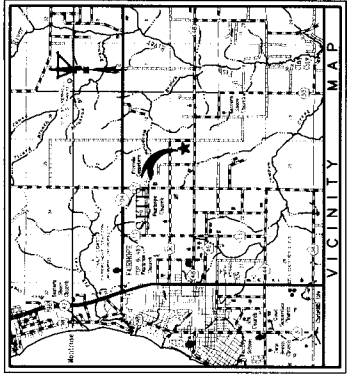
PARCEL ID 05-46-06-14-0-000-001.535
FST JOHNSON, JULIE E.
20690 BLUEBERRY LANE
FAIRHOPE, AL 36532
UNZONED - SINGLE FAMILY RESIDENCE

PARCEL ID 05-46-06-14-0-000-001.509
FST STAPLETON, JOHN D.
FAIRHOPE, AL 36532
UNZONED - SINGLE FAMILY RESIDENCE

RECORD BASIS OF BEARINGS

WEST - 644.90 (REC) 644.00' (MSD) - EAST
20' EMERGENCY ACCESS EASEMENT N89°59'57"W 319.95'

TBM = TOP OF IRON PIN
ELEVATION = 108.15 NAVD 1988



PARCEL ID 05-48-06-14-0-000-001.517
20650 BLUEBERRY LANE
FAIRHOPE, AL 36532
FST WATERMAN, JAMES ETUX JANICE
UNZONED - SINGLE FAMILY RESIDENCE

OWNER/DEVELOPER:
DOUBLE B INVESTMENTS, LLC.
POST OFFICE BOX 222
FAIRHOPE, AL 36532

PARCEL ID 05-46-06-14-0-000-001.516
FST DAVIS, FLOYD
20650 BLUEBERRY LANE
FAIRHOPE, AL 36532
UNZONED - SINGLE FAMILY RESIDENCE

UTILITY PROVIDERS	
GOV./AGENCY/COMPANY	UTILITY
FAIRHOPE PUBLIC UTILITIES	WATER
FAIRHOPE PUBLIC UTILITIES	SANITARY SEWER
BALDWIN EMC	ELECTRIC
AT&T	TELEPHONE
FAIRHOPE PUBLIC UTILITIES	GAS

- NOTE:
- ALL REQUIRED TESTS AND SUBMITTALS (EG. BACTERIA TESTS, PRESSURE TESTS, FLOW TESTS, SEWER VIDEO, SEWER PRESSURE TEST AND CORE SAMPLES WILL BE REQUIRED FOR SUBMITTALS BEFORE THE ISSUANCE OF A BUILDING PERMIT.
 - ALL APPLICABLE COUNTY, STATE AND FEDERAL PERMITS SHALL BE REQUIRED BEFORE THE ISSUANCE OF A BUILDING PERMIT.

COMMON AREA DATA TABLE

TOTAL COMMON AREA	=	180,972 SQ. FT. (3.70 AC.±) (76.3% OF SITE)
AREA FOR PARKING	=	31,173 SQ. FT. (0.72 AC.±) (14.8% OF SITE)
AREA FOR SIDEWALKS	=	48,34 SQ. FT. (0.10 AC.±) (2.1% OF SITE)
AREA FOR DUMPSTER	=	693 SQ. FT. (0.02 AC.±) (0.41% OF SITE)
AREA FOR FUTURE POOL & PICNIC AREA	=	3425 SQ. FT. (0.08 AC.±) (1.7% OF SITE)
AREA FOR RETENTION	=	9893 SQ. FT. (0.22 AC.±) (5.5% OF SITE)
AREA FOR GRASS SWALES	=	18239 SQ. FT. (0.37 AC.±) (7.6% OF SITE)
AREA FOR BUFFER ZONES	=	50419 SQ. FT. (1.16 AC.±) (23.9% OF SITE)
AREA FOR USABLE OPEN SPACE	=	28047 SQ. FT. (0.64 AC.±) (13.2% OF SITE)
AREA FOR OTHER MISC. OPEN AREA	=	24801 SQ. FT. (0.57 AC.±) (14.0% OF SITE)

SITE DATA TABLE

TOTAL SITE	=	211,468 SQ. FT. (4.85 AC.±)
TOTAL NUMBER OF UNITS	=	48
BUILDING 1 THRU 3	=	21,675 TOTAL (7255 SQ. FT. EACH)
BUILDING 4 THRU 6	=	26,134 TOTAL (8378 SQ. FT. EACH)
TOTAL COMMON AREA	=	180,972 SQ. FT. (3.70 AC.±) (76.3% OF SITE)
TOTAL IMPERVIOUS AREA (INCLUDING BLDG. & POND)	=	101,789 SQ. FT. (2.34 AC.±) (48.2% OF SITE)
TOTAL PERVIOUS AREA	=	109,679 SQ. FT. (2.52 AC.±) (51.8% OF SITE)
TOTAL BUILDING AREA	=	49,809 SQ. FT. (1.14 AC.±) (23.6% OF SITE)
REQUIRE PARKING SPACES	=	82; 16,400 SQ. FT. (0.38 AC.±) (7.8% OF SITE)
TOTAL PARKING SPACES	=	95; 19,000 SQ. FT. (0.44 AC.±) (9.0% OF SITE)
OVERFLOW SPACES	=	13; 2,600 SQ. FT. (0.06 AC.±) (1.2% OF SITE)
DENSITY	=	9.90 UNITS PER ACRE
ZONING	=	UNZONED
MINIMUM SETBACK	=	20.0' (ALL SIDES)
BUILDING HEIGHT (MAX ALLOWED - 35.0 FT)	=	PROPOSED: 35.0'(SOUTH) & 35.0'(EAST)



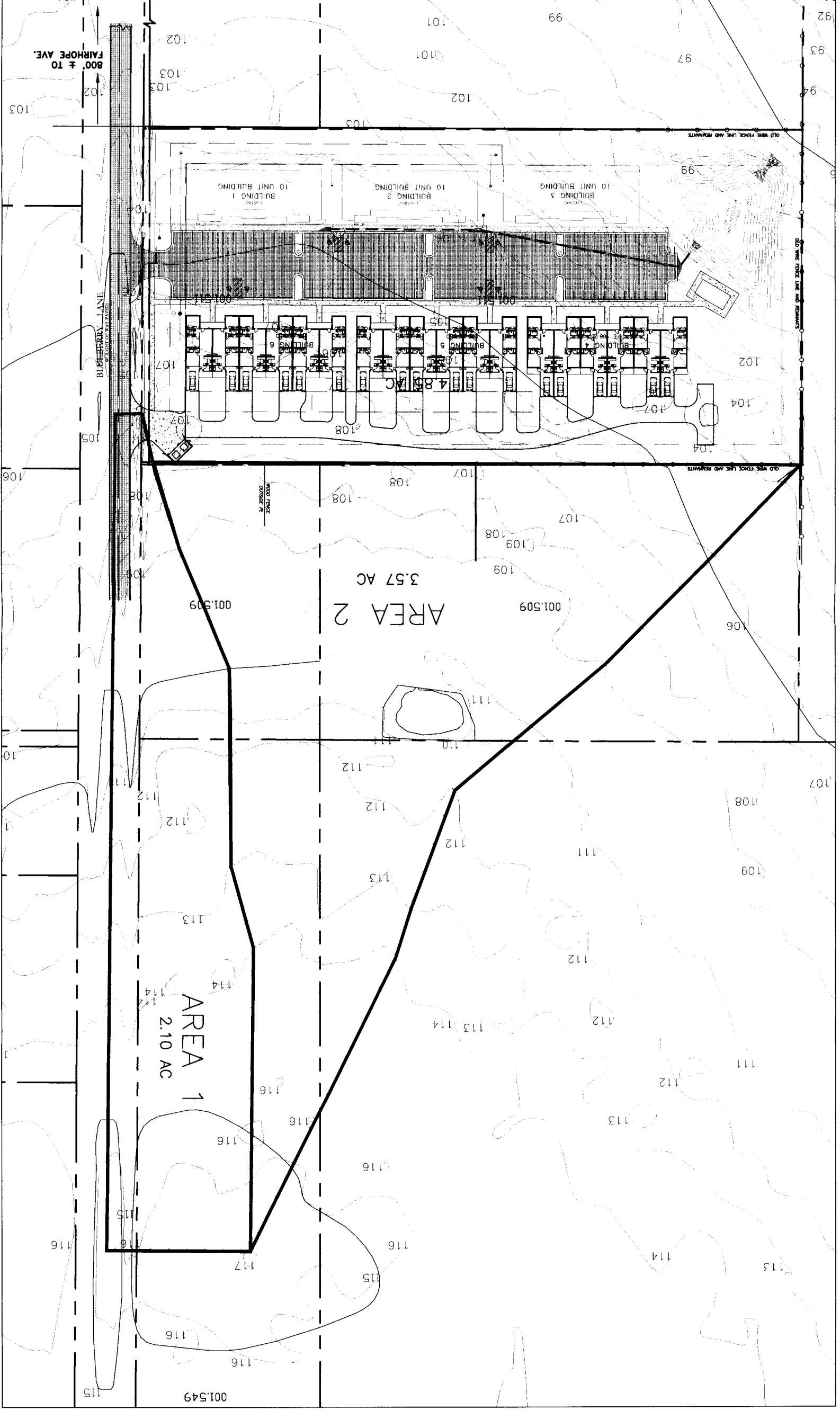
HUTCHINSON, MOORE & RAUCH, LLC

2039 MAIN STREET
DAPHNE, ALABAMA 36526
ENGINEERS & SURVEYORS
LAND PLANNERS
TEL (251) 626-2626
FAX (251) 626-6934
daphne@hmrengineers.com

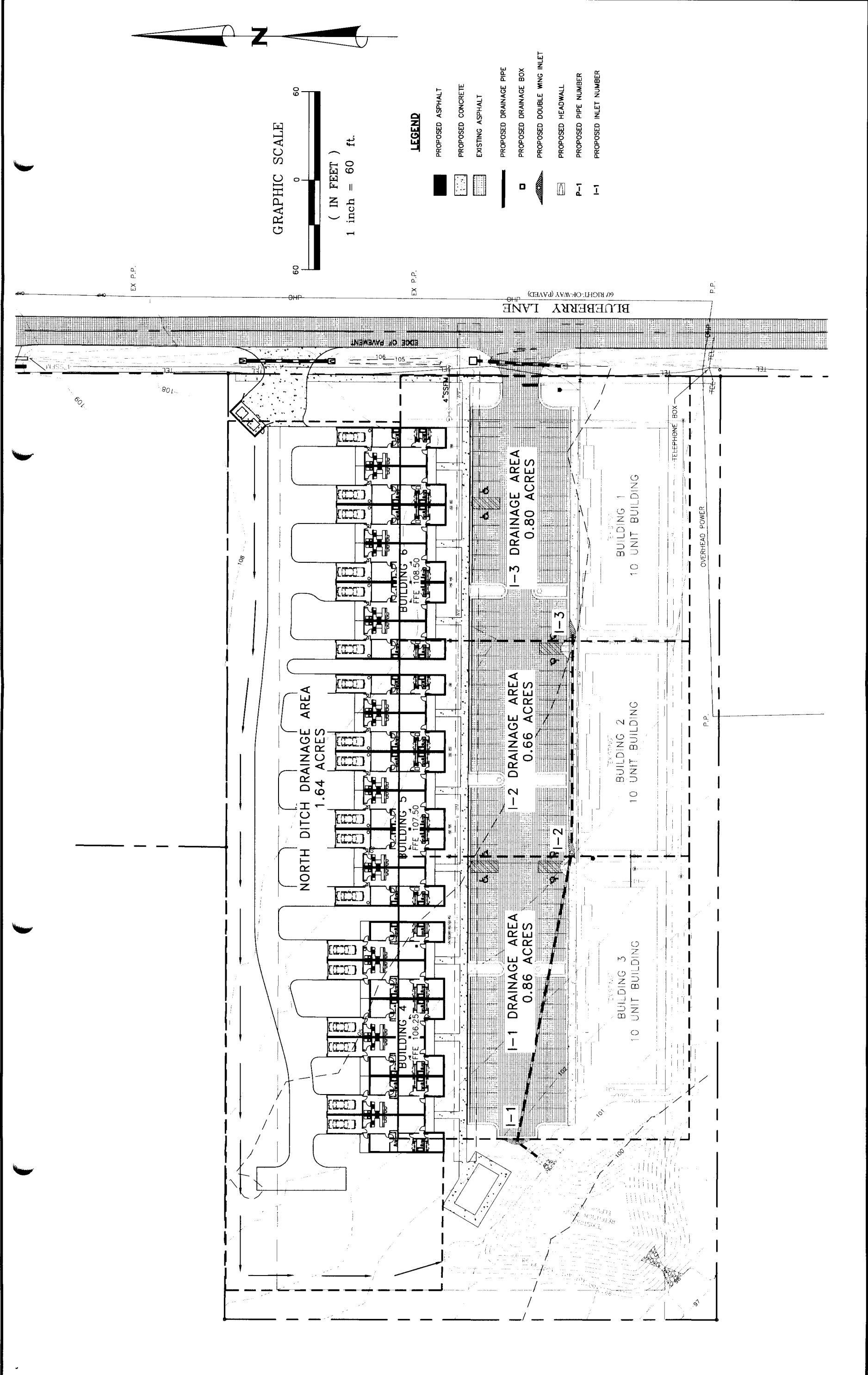
Oaks Of Fairhope - Phase II
SITE PLAN

DOUBLE B INVESTMENTS, LLC.

SCALE 1" = 30'
DATE FEBRUARY 2011
DRAWN BY J.G.
CHECKED BY
SHEET 4 OF 12



		HUTCHINSON, MOORE & RAUCH, LLC				Oaks Of Fairhope - Phase II OFFSITE DRAINAGE AREAS			
		2039 MAIN STREET DAPHNE, ALABAMA 36526				DOUBLE B INVESTMENTS, LLC.			
NO.	DATE	DNR.	REVISION	DRAWN BY		CHECKED BY		SHEET	
				JLG		JLG		1 OF 1	
				DATE		FEBRUARY 2011		1" = 100'	
				SCALE		1" = 100'		DRAINAGE AREAS 01045-3278-10.25	



		HUTCHINSON, MOORE & RAUCH, LLC 2039 MAIN STREET DAPHNE, ALABAMA 36526 ENGINEERS • SURVEYORS LAND PLANNERS TEL (251) 626-2626 FAX (251) 626-6334 dopmne@hmr-engineers.com		Oaks Of Fairhope - Phase II	
				ON-SITE DRAINAGE AREAS	
		DOUBLE B INVESTMENTS, L.L.C.		SCALE 1" = 100'	DATE FEBRUARY 2011
		NO.	REVISION	DATE	ENGR
				DRAWN BY JLG	
				CHECKED BY	
				SHEET 1 OF 1	

1331339



SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
OAKS OF FAIRHOPE, A CONDOMINIUM

Pursuant to Section 1.01 of the Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded at Instrument No. 1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this Sixth Amendment to such Declaration:

Pursuant to Section 4.05 of the Declaration of Condominium of Oaks of Fairhope, A Condominium, the Developer hereby submits that portion described as: Oaks of Fairhope, A Condominium Phase IV, units 37-48 inclusive, as described in the As Built Survey recorded at Apartment Book 26, pages 265-267 in the Office of the Judge of Probate, Baldwin County, Alabama to the Condominium form of ownership. Such parcel shall be subject to all the terms and conditions of the Declaration of Condominium as recorded at Instrument No. 1169303.

All other provisions remain in full force and effect.

DOUBLE B INVESTMENTS, LLC

By: Matthew Dennis Byrne

Its: Manager

THIS INSTRUMENT PREPARED BY:

J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
(251) 928-0282



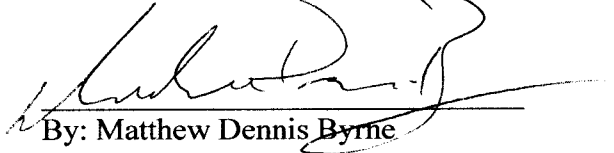
SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF
OAKS OF FAIRHOPE, A CONDOMINIUM

Pursuant to Section 1.01 of the Declaration of Condominium of Oaks of Fairhope, A Condominium as recorded at Instrument No. 1169303 in the Office of the Judge of Probate, Baldwin County, Alabama the Declarant makes this Sixth Amendment to such Declaration:

Pursuant to Section 4.05 of the Declaration of Condominium of Oaks of Fairhope, A Condominium, the Developer hereby submits that portion described as: Oaks of Fairhope, A Condominium Phase V, units 37-48 inclusive, as described in the As Built Survey recorded at Apartment Book 26, pages 265-267 in the Office of the Judge of Probate, Baldwin County, Alabama to the Condominium form of ownership. Such parcel shall be subject to all the terms and conditions of the Declaration of Condominium as recorded at Instrument No. 1169303.

All other provisions remain in full force and effect.

DOUBLE B INVESTMENTS, LLC


By: Matthew Dennis Byrne
Its: Manager

THIS INSTRUMENT PREPARED BY:

J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
(251) 928-0282

SCRIVENER'S AFFIDAVIT

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/29/2012 12:36 PM
TOTAL \$ 9.00
1 Pages

1366027



STATE OF ALABAMA *

COUNTY OF BALDWIN *

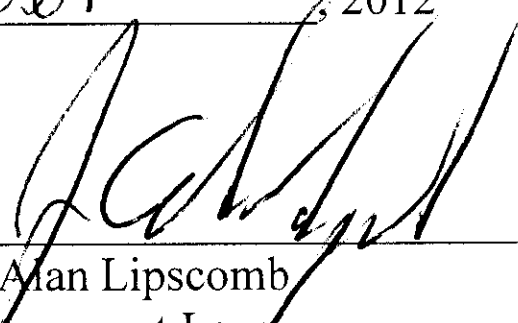
Before me, the undersigned Notary Public, in and for said County and State, personally appeared J. Alan Lipscomb, attorney at law, who is known to me and who after being by me first duly sworn deposes and says as follows.

My name is J. Alan Lipscomb and I am a practicing attorney authorized to practice in the State of Alabama, and I state the following:

On or about the 28th day of March, 2012, I prepared a Sixth Amendment to Declaration of Condominium of Oaks of Fairhope, a Condominium, which was executed on the 28th day of March, 2012, and was recorded the 28th day of March, 2012 as Instrument No. 1331339 of the Probate Records of Baldwin County, Alabama.

The Sixth Amendment to Declaration of Condominium of Oaks of Fairhope, A Condominium recorded as instrument No. 1331339 incorrectly referenced Phase IV of the Condominium. The instrument recorded as Instrument No. 1331372 correctly referenced Phase V and supersedes Instrument No. 1331339.

Done this 25 day of October, 2012



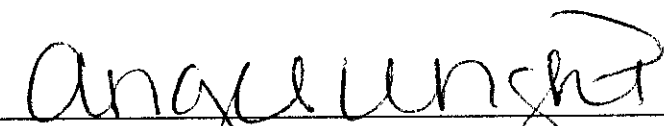
J. Alan Lipscomb
Attorney at Law

STATE OF ALABAMA *

COUNTY OF BALDWIN *

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that J. Alan Lipscomb., whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 25 day of October, 2012.



Notary Public
My Commission Expires 4-18-12

This instrument prepared by:
J. Alan Lipscomb
Benton & Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
251-928-0282

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
OAKS OF FARIHOPE, A CONDOMINIUM

Pursuant to Section 13.01 (A) of the Declaration of Condominium of Oaks of Fairhope, a Condominium are recorded at Instrument No. 1169303 in the Office of the Judge of Probate of Baldwin County, Alabama the Declarant makes this Seventh Amendment to such Declaration:

THIS INSTRUMENT PREPARED BY;

Benton & Lipscomb
J. Alan Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
(251) 928-0282

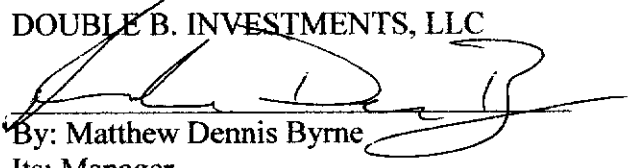
Article 10.01 shall read as follows:

10.01 Responsibility of Owners; Separate Insurance Coverage.

(A) The Owner of each Unit **MUST**, at the Unit Owner's expense, obtain a **HO6 condominium Insurance policy** to cover the owner's personal belongings and/or all elements beyond the bare stud wall that is covered by the Association.

All other provisions remain in full force and effect.

DOUBLE B. INVESTMENTS, LLC


By: Matthew Dennis Byrne
Its: Manager

THIS INSTRUMENT PREPARED BY;

Benton & Lipscomb
J. Alan Lipscomb
Attorneys at Law
P.O. Box 471
Fairhope, AL 36533
(251) 928-0282

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 3/ 6/2013 1:22 PM
TOTAL \$ 9.00
1 Pages

1386031



1554809

**EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
OAKS OF FAIRHOPE, A CONDOMINIUM**

Pursuant to Section 13.02 of the Declaration of Condominium of Oaks of Fairhope, a Condominium as recorded as Instrument No. 1169303 in the Office of the Judge of Probate of Baldwin County, Alabama, the Declarant makes this Eighth Amendment to such Declaration:

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 2/5/2016 12:25 PM
TOTAL \$ 12.00
2 Pages

Section 8.02(I) as originally recorded is hereby replaced with the following:

8.02(I) - Covenant on Animals

A maximum of two (2) commonly accepted household pets per unit (such as dogs and cats) may be kept without written consent of the Board of Directors. Such pets shall be subject to the rules and regulations of the Association governing the keeping of pets as well as other restrictions set forth herein. Such domestic pets shall not be used or kept for any commercial purpose. Any domestic pets shall not constitute a disturbance or nuisance to other unit occupants. The Board's consent to more than two pets may be terminated without cause at any time. Each Owner or occupant shall be liable for any damage to person or property done by his pets, and shall clean up after his pets.

Section 8.02(M) as originally recorded is hereby replaced with the following:

8.02(M) - Covenant on Leasing and Renting

Units may be leased or rented by the Unit Owners; and the rights of any tenant is hereby made subject to the power of the Association to prescribe reasonable rules and regulations relating to the leasing or rental of a Unit and to enforce the same directly against an owner, tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Each Unit Owner who shall lease or rent his Unit irrevocably empowers the Association or its managing agent to enforce the rules and regulations and to terminate the lease and evict any tenant or occupant who fails to comply with the rules and regulations. The Association, the Board of Directors, or any agent thereof, shall not become liable to any Unit Owner or any person who leases or rents a Unit, or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph. Nothing to the contrary withstanding, a Unit Owner is primarily responsible for the acts or omissions of its family, tenants, guests, invitees, or occupants. Individual rooms located within a Unit shall not be leased or rented. The minimum rental or leasing period is one year. No month-to-month rental or lease arrangements are allowed. A copy of the lease or rental agreement must be provided to the Board of Directors prior to the effective date of the lease or rental agreement.

All other provisions remain in full force and effect.

Oaks of Fairhope Condominium
Owner's Association Inc.

A handwritten signature in cursive script, reading "Karen Davis", is written over a horizontal line.

By: Karen Davis

Its: President

THIS INSTRUMENT PREPARED BY:

Semmes Law Firm, PC
Marcus A. Semmes
311 Magnolia Ave., Ste 300
Fairhope, AL 36532
(251) 317-0117

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE OAKS OF FAIRHOPE**

This Declaration is made on the th16 day of June, 2020 by Sean T. McClay and Kristina J. Gordon-McClay (the "Declarant"), who is the owner of the property known as The Oaks of Fairhope, a plat of which has been duly recorded in the Probate Office of Baldwin County, Alabama at Slide 2721-F and ratified at Instrument #1824435. Declarant desires to subject the real property described in said plat to the provisions of this Declaration to create a residential community and to provide for the subjecting of other real property to the provisions of this Declaration.

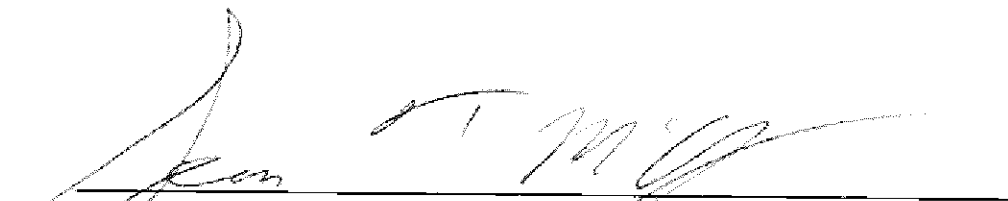
Declarant intends by this Declaration to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property within The Oaks of Fairhope by the recording of this Declaration and any amendments thereto. Declarant also desires to establish a method for the administration, maintenance, preservation, use and enjoyment of the property that is now or hereafter subjected to this Declaration and certain other property described in the Declaration.

The following shall be the initial list of deed restrictions for the property referenced herein:

1. There shall be no pre-manufactured buildings or homes, including modular homes and mobile homes or trailers, erected or placed on any lot.
2. There shall be no vinyl siding attached to any home in the subdivision.
3. For each home constructed in the subdivision, there shall be a minimum of 2,800 square feet of heated living area.
4. Any accessory buildings must have the same architectural vernacular and material as the home and must be set back from the home or main structure. Detached garages are considered as accessory buildings, and there shall be no more than two (2) accessory buildings constructed on any lot within the subdivision.
5. No boats, boat trailers, utility trailers, recreation vehicles, or any other vehicle, other than the primary vehicles owned and driven by the lot owners, shall be visible from the street or driveway of the lot. Any such vehicle must be stored behind a fence towards the rear of the property or in the garage.
6. Construction of any dwelling or other improvement must be completed within eighteen (18) months of commencement. Commencement shall be considered the date on which the general contractor has received the building permit from the appropriate governmental authority.

7. If a swimming pool is to be constructed on any lot in the subdivision, it must be of Gunite construction. There shall be no above-ground pools or underground pools with plastic liner allowed in the subdivision.

Signed this the 16th day of June, 2020.


SEAN T. McCLAY, Declarant

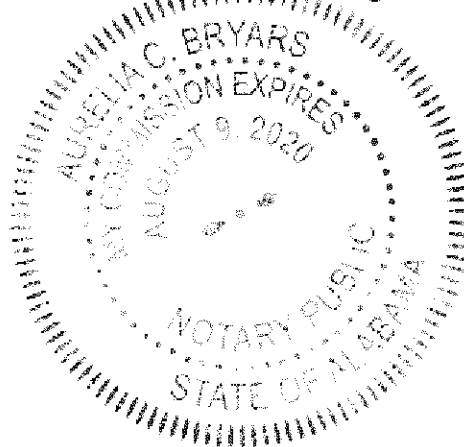

Kristina J. Gordon-McClay

**STATE OF ALABAMA
COUNTY OF BALDWIN**

I, the undersigned, a Notary Public in and for said county in said state, do hereby certify and affirm that **Sean T. McClay and Kristina J. Gordon-McClay**, whose names are signed to the foregoing Declaration and who are known to me, acknowledged before me that, being informed of the contents thereof, they executed the same voluntary on the day the same bears date.

Given under my hand and seal of office this 16th day of June, 2020.


NOTARY PUBLIC
Commission Expires: _____



Prepared by:
Kevin Hays, Attorney at Law
112 North Hoyle Avenue
Bay Minette, AL 36507

**Ninth Amendment to the Declaration of
Covenants, Conditions and Restrictions of Oaks of Fairhope
A Condominium**

WHEREAS, a Declaration of Condominium was recorded in the Office of the Judge of Probate for Baldwin County, Alabama, Instrument No. 1169303, and amended from time to time by recorded amendments, including the Eighth Amendment to Declaration of Condominium of Oaks of Fairhope, Instrument No. 1554809 (hereinafter collectively "the Declaration");

WHEREAS, the Members of the Oaks of Fairhope Condominium Owners Association, Inc. approved this Ninth Amendment to the Declaration in accordance Article XIII, §13.02 of the Declaration for recording in the Office of the Judge of Probate for Baldwin County, Alabama.

NOW, THEREFORE, Article XIII, §8.02 of the Declaration is amended to add §8.02(N) as follows:

§8.02(N) No more than twenty percent (20%) of all Units may be leased, subleased, or rented out to a person or entity at any given time except as set out herein. This section shall not apply to a lease, sublease, or rental to an Owner's Family Member who actually occupies the Unit. For purposes of this §8.02(N), the term "Family Member" shall be defined as any person who is the Owner's parent, child, grandparent, grandchild, sibling, or spouse. The Board of Directors shall establish a leasing process which fairly and reasonably allows rotating approval of leasing if Owners of more than twenty percent (20%) of the Units desire to lease or rent Units.

- i. Provided, however, an Owner engaged in leasing, subleasing or rental activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until the current lease expiration or the Unit is sold to a third party, whichever comes first.
- ii. Notwithstanding anything in this §8.02(N) to the contrary, in the event twenty percent (20%) or more of the Units are rented, Owners may apply for a hearing before the Board for a temporary or special variance in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.

No other amendment to the Declaration is intended except as set out herein.

Executed on the 28 day of January, 2023.

Oaks of Fairhope Condominium Owners Association, Inc.

By: Keith Becker
Its President

Attest:

By: Cheryl Fullerton
Secretary

This Instrument prepared, based on information provided by the Association, by:

Patrick Collins, LLC
Attorney at Law
PO Box 3062
Daphne, AL 36526
Tel.: (251) 445-5849

**Amendment to the Bylaws of the Oaks of Fairhope
Condominium Owners Association, Inc.**

WHEREAS, the Bylaws of the Oaks of Fairhope Condominium Owners Association, Inc. were recorded in the Office of the Judge of Probate for Baldwin County, Alabama, as part of Instrument No. 1169303, and

WHEREAS, the Members of the Oaks of Fairhope Condominium Owners Association, Inc., in person or by proxy, adopted a Resolution to amend the Bylaws in accordance with Article X, §1 of the Bylaws at a duly called meeting of the Members.

NOW, THEREFORE, Article X, §1 of the Bylaws is restated in its entirety as follows:

"Section 1. Amendment to the Bylaws.

These Bylaws may be amended or restated only by a vote of the Board of Directors after having given at least thirty a (30) day notice of the intent to amend or restate the Bylaws to the Members of the Association."

No other changes to the Bylaws are intended.

Done this 19th day of February, 2023.

Oaks of Fairhope Condominium Owners Association, Inc.

By: Kirk Becker
Its President

Attest:

By: Charles Gulletton
Secretary

This document prepared, based on information provided by the Association, by:

Patrick Collins, LLC
Attorney at Law
PO Box 3062
Daphne, AL 36526
Tel.: (251) 445-5849