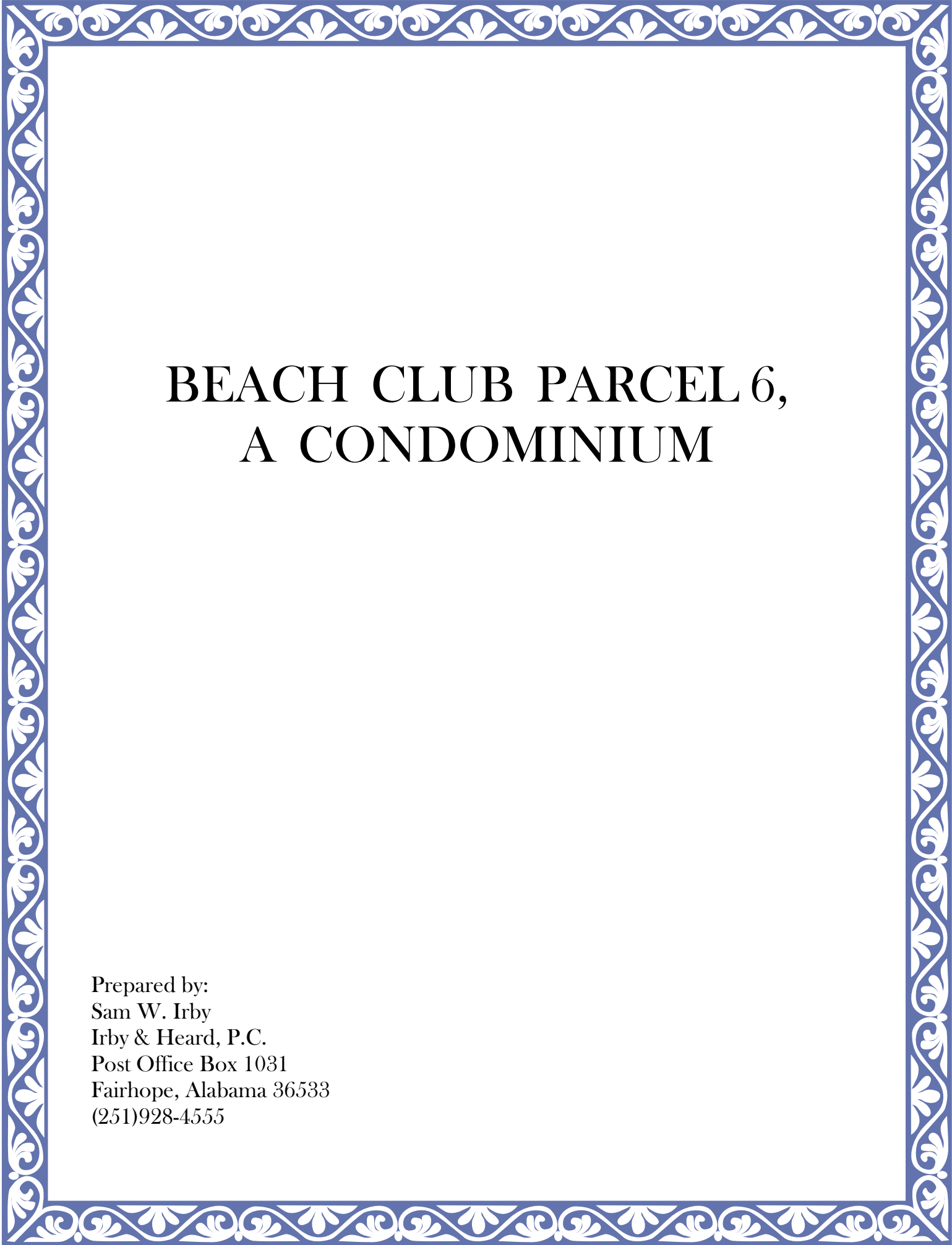




BEACH CLUB PARCEL 6, A CONDOMINIUM

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**DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM**

May 20 3 41 PM '98

RECORDED misc 98-571-11A3
JUDGE OF PROBATE

This **DECLARATION OF CONDOMINIUM**, made this 13th day of May, 1998, by **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership ("**DECLARANT**") for **DECLARANT**, and the successors, grantees and assigns of **DECLARANT**.

RECITALS:

1. The **DECLARANT** is the fee simple Owner of that certain parcel of Real Property situated in the County of Baldwin, State of Alabama, more particularly described on **EXHIBIT "A"**, and intends to improve said Real Property in the manner set out in this **DECLARATION OF CONDOMINIUM ("REAL PROPERTY")**.

2. The **REAL PROPERTY** is subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BEACH CLUB**, a Subdivision, dated March 14, 1997 and recorded March 14, 1997 in Miscellaneous Book 92, Pages 1162 through 1215 ("**MASTER DECLARATION**") and the **AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BEACH CLUB**, A SUBDIVISION dated March 28, 1997 and recorded July 11, 1997, in Miscellaneous Book 94, Pages 1022 through 1024 ("**FIRST AMENDMENT**") and the **SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE BEACH CLUB**, A SUBDIVISION dated April 13, 1998 and recorded May 8, 1998, in Miscellaneous Book 98, Pages 1240 through 1248 ("**SECOND AMENDMENT**") (The **MASTER DECLARATION**, **FIRST AMENDMENT** and **SECOND AMENDMENT** are sometimes collectively referred to as the "**MASTER DECLARATION**"). The **MASTER DECLARATION** imposes upon the **REAL PROPERTY**, and other real property as described in the **MASTER DECLARATION**, certain covenants, restrictions, reservations, regulations, burdens and liens as more particularly provided in the **MASTER DECLARATION**.

3. A nonprofit corporation has been formed known as **THE BEACH CLUB MASTER ASSOCIATION, INC. ("MASTER ASSOCIATION")** for the purposes more particularly described in the **MASTER DECLARATION**.

4. The **DECLARANT** intends by this **DECLARATION OF CONDOMINIUM** to impose upon the **REAL PROPERTY**, in addition to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** imposed by the **MASTER DECLARATION**, additional terms, conditions, restrictions and provisions and to establish a Condominium on the **REAL PROPERTY** pursuant to the provisions of the Alabama Uniform Condominium Act of 1991. The **CONDOMINIUM** shall be known as **BEACH CLUB PARCEL 6, a Condominium**.

5. The **CONDOMINIUM** will consist of one (1) building containing a total of one hundred twenty-eight (128) **UNITS** together with access, parking and appurtenant facilities described in this **DECLARATION OF CONDOMINIUM**.

6. The **CONDOMINIUM** will be created by the recording of this **DECLARATION OF CONDOMINIUM**, which may be amended by the **DECLARANT** as provided in this **DECLARATION OF CONDOMINIUM** without requiring the approval or consent of any of the **UNIT OWNERS**.

NOW, THEREFORE, DECLARANT, hereby makes the following **DECLARATION OF CONDOMINIUM**.

DEFINITIONS

The terms used in this **DECLARATION OF CONDOMINIUM** and in the **BY-LAWS** shall have the meanings stated in the "**Alabama Uniform Condominium Act of 1991**", and as follows, unless the context otherwise requires:

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

1.02. "**ARTICLES**" means the **ARTICLES OF INCORPORATION** of the **ASSOCIATION**, recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**.

1.03. "**ASSESSMENT**" means a proportionate share of the funds required for the payment of the **COMMON EXPENSES** which from time to time may be levied against each **UNIT OWNER**.

1.04. "**ASSOCIATION**" means **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.**, an **Alabama not for profit Corporation**, and the successors of the **ASSOCIATION**, and is the **Corporation** organized under the **ACT**.

1.05. "**THE BEACH CLUB**" shall mean and refer to:

- A. **LOT 7** of the **SUBDIVISION**, together with any rights and easements appurtenant to or attached to **LOT 7**; and
- B. Any other **LOT** or interest in the **SUBDIVISION** owned or operated in connection with the business or enterprises of the **OWNER** of **LOT 7** of the **SUBDIVISION**; and
- C. Any **EXCLUSIVE PERPETUAL EASEMENT**.

The terms, conditions and provisions of **ARTICLE XIV** of the **MASTER DECLARATION** apply to **THE BEACH CLUB** as defined in this **DECLARATION OF CONDOMINIUM**.

1.06. "**BOARD OF DIRECTORS**" or "**BOARD**" means the **BOARD OF DIRECTORS** of the **ASSOCIATION** elected pursuant to the **BY-LAWS** of the **ASSOCIATION**. "**DIRECTOR(S)**" means individual member(s) of the **BOARD OF DIRECTORS**.

1.07. "**BUILDING**" or "**BUILDINGS**" means all structures or structural improvements located on the **REAL PROPERTY** and forming part of the **CONDOMINIUM**.

1.08. "**BY-LAWS**" means the duly adopted **BY-LAWS** of the **ASSOCIATION**, as copy of which is attached hereto as **EXHIBIT "C"** and made a part of this **DECLARATION OF CONDOMINIUM** as if set out fully in this **DECLARATION OF CONDOMINIUM**.

1.09. "**CLASS "B" CONTROL PERIOD**" shall mean and refer to the period of time during which the **Class "B" Member** (as defined in the **MASTER DECLARATION**) is entitled to the exclusive vote and to appoint a majority of the members of the **MASTER BOARD OF DIRECTORS**, as provided in **ARTICLE III, Section 2**, of the **MASTER DECLARATION**.

1.10. "**COMMON ELEMENTS**" means all portions of the **CONDOMINIUM** other than the **UNITS** and as further described in this **DECLARATION OF CONDOMINIUM**.

1.11. "**COMMON EXPENSES**" means expenditures made by or financial liabilities of the **ASSOCIATION**, together with any allocations to reserves.

1.12. "**COMMON SURPLUS**" means the excess of all receipts of the **ASSOCIATION** arising out of the **COMMON ELEMENTS** over the amount of the **COMMON EXPENSES**.

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1.13. "**CONDOMINIUM**" means BEACH CLUB PARCEL 6, a Condominium, and consists of the **CONDOMINIUM PROPERTY** submitted to the **CONDOMINIUM** form of ownership by this **DECLARATION OF CONDOMINIUM**.

1.14. "**CONDOMINIUM DOCUMENTS**" means the **DECLARATION, BY-LAWS, ARTICLES** and all **RULES AND REGULATIONS** adopted by the **ASSOCIATION** and all exhibits attached thereto as the same may be amended from time to time.

1.15. "**CONDOMINIUM PROPERTY**" or "**PROPERTY**" means all property, both real, personal or mixed, which is submitted to the **CONDOMINIUM** form of ownership as provided for in this **DECLARATION OF CONDOMINIUM** and includes the **REAL PROPERTY** and all improvements now existing or hereafter placed thereon and all easements, rights, interests or appurtenances thereto, and all personal property now or hereafter used in connection therewith. Only the **REAL PROPERTY** is part of the **CONDOMINIUM**. No other property shown on the **PLAT** of the **SUBDIVISION** (as defined in Paragraph 1.42, of this **DECLARATION OF CONDOMINIUM**) is part of the **CONDOMINIUM**.

1.16. "**DECLARANT**" means **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, the successors and assigns of **DECLARANT**, other than an **OWNER**, who shall receive by assignment from **DECLARANT** all, or a portion of the rights of the **DECLARANT** hereunder as the **DECLARANT**, by an instrument expressly assigning such rights of the **DECLARANT** to such assignee.

1.17. "**DECLARATION OF CONDOMINIUM**" means this **DECLARATION OF CONDOMINIUM** and any amendments which may be made from time to time.

1.18. "**DEVELOPMENT**" shall have the same meaning as "**CONDOMINIUM PROPERTY**" or "**PROPERTY**".

1.19. "**DRIVEWAY EASEMENT**" shall mean and refer to that certain **DRIVEWAY EASEMENT** from the **STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION**, to **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, dated May 21, 1996 and recorded on June 28, 1996, in Real Property Book 695, Pages 1583 through 1589. The right to use the **DRIVEWAY EASEMENT** is subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

1.20. "**EXCLUSIVE PERPETUAL EASEMENT**" shall mean and refer to that certain **EXCLUSIVE PERPETUAL EASEMENT** reserved to **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, and the successors and assigns of **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, in this **DECLARATION OF CONDOMINIUM**. See Paragraph 5.04, below.

1.21. "**FORT MORGAN**" shall mean and refer to **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, and the successors and assigns of **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, and is the same entity as the "**DECLARANT**" named in the **MASTER DECLARATION**.

1.22. "**LIMITED COMMON ELEMENT**" shall have the same meaning as is defined in the **ACT** and as set out in the **DECLARATION OF CONDOMINIUM**.

1.23. "**LIMITED COMMON EXPENSES**" shall mean the expenses arising out of the ownership of the **LIMITED COMMON ELEMENTS** and shall include, but not be limited to, the expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the **LIMITED COMMON ELEMENTS**; and expenses declared to be **LIMITED 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.

1.24. "**MASTER ASSOCIATION**" shall mean and refer to **THE BEACH CLUB MASTER ASSOCIATION, INC.**, and is the same entity created pursuant to the **MASTER DECLARATION**.

1.25. "**MASTER ASSOCIATION ASSESSMENTS**" shall mean and refer to the proportionate share of the funds required for the payment of the **COMMON EXPENSES** which from time to time may be levied against each **UNIT OWNER** pursuant to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

1.26. "**MASTER BOARD OF DIRECTORS**" or "**MASTER BOARD**" shall be the elected body of the **MASTER ASSOCIATION** having the normal meeting under **Alabama Law** and in accordance with the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

1.27. "**MASTER DECLARATION**" shall mean and refer to the **MASTER DECLARATION** as described and defined in **Paragraph 2**, of the **RECITALS** on **Page 1** of this **DECLARATION OF CONDOMINIUM** and shall include the **FIRST AMENDMENT** and the **SECOND AMENDMENT**.

1.28. "**MEMBER**" or "**MEMBERS**" shall mean and refer to a **MEMBER** or **MEMBERS** of the **ASSOCIATION**, membership in which is confined to **UNIT OWNERS**.

1.29. "**MORTGAGEE**" means any lender holding a mortgage or vendor's lien on any part or all of the **CONDOMINIUM PROPERTY**.

1.30. "**NEIGHBORHOOD**" shall mean and refer to the **NEIGHBORHOOD** as defined in the **MASTER DECLARATION**. The **CONDOMINIUM** is a **NEIGHBORHOOD** as defined in the **MASTER DECLARATION**.

1.31. "**NEIGHBORHOOD ASSESSMENTS**" shall mean and refer to the **NEIGHBORHOOD ASSESSMENTS** as defined in the **MASTER DECLARATION**.

1.32. "**OCCUPANT**" means a person or persons in possession of a **UNIT**, regardless of whether that person is the **UNIT OWNER**.

1.33. "**OWNER**" or "**UNIT OWNER**" shall mean and refer to **one (1) or more PERSONS** who hold the record title to any **UNIT** but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

1.34. "**FISH & WILDLIFE PERMIT**" shall mean and refer to that certain **FISH & WILDLIFE PERMIT** issued by the **DEPARTMENT OF THE INTERIOR, U.S. FISH & WILDLIFE SERVICE**, an instrumentality of the government of the **United States of America**, under the authority of **Title 16 U.S.C. Section 1539(a)(1)(b)** and the Regulations promulgated thereunder set forth at **Title 50 Code of Federal Regulations Section 17.22** that permits **FORT MORGAN** and the authorized agents of **FORT MORGAN** pursuant to the terms and conditions of the **FISH & WILDLIFE PERMIT**, to take the **ALABAMA BEACH MOUSE** incidental to the development of the **SUBDIVISION**. See the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** for a more detailed explanation of the **FISH & WILDLIFE PERMIT**.

1.35. "**PERSON**" means a natural person, a corporation, a partnership, a limited liability company, a limited partnership, the **ASSOCIATION**, a Trustee or other legal entity.

1.36. "**PLANS**" mean the site plan, floor plans and elevations of the **CONDOMINIUM** prepared by an independent registered architect, which are marked **EXHIBIT "B"** and attached hereto and expressly made a part of this **DECLARATION OF CONDOMINIUM** as though fully set out in this **DECLARATION OF CONDOMINIUM**. The **PLANS** contain a certificate of

completion executed by an independent registered architect in accordance with the ACT. The PLANS contain a certification that the PLANS contain all information required by the ACT.

1.37. "**PRIVATE ROADWAY**" shall mean and refer to the **PRIVATE ROADWAY** shown on the **PLAT** of the **SUBDIVISION** (as defined in **Paragraph 1.41.**) and as more specifically described in the **MASTER DECLARATION**. The right to use the **PRIVATE ROADWAY** is subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

1.38. "**REAL PROPERTY**" means the **REAL PROPERTY** which is submitted to the **CONDOMINIUM** form of ownership as provided for in this **DECLARATION OF CONDOMINIUM**. The **REAL PROPERTY** is subject to the rights of the **DECLARANT** and other parties to use the property described in the **EXCLUSIVE PERPETUAL EASEMENT** and subject to the exceptions set out in **Paragraph 3.** below and does not include any property other than the property specifically described on **EXHIBIT "A"**.

1.39. "**RECREATIONAL AREA**" or "**PROTECTED AREA**" shall mean and refer to the **RECREATIONAL AREA** as defined in the **MASTER DECLARATION** and as amended to **PROTECTED AREA** in the **FIRST AMENDMENT**.

1.40. "**SPECIAL DECLARANT RIGHTS**" shall have the same meaning as is defined in the **ACT** and as set out in this **DECLARATION OF CONDOMINIUM**.

1.41. "**SUBDIVISION**" shall mean and refer to **THE BEACH CLUB**, a **Subdivision**, as per **PLAT** thereof recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**, in **Slide 1714-A** and **Slide 1714-B**.

1.42. "**UNIT**" or "**PRIVATE ELEMENT**" shall have the same meaning as **UNIT** as defined in the **ACT**.

A **CONDOMINIUM RESIDENTIAL UNIT** is a **UNIT** which will be used as a single family residence as provided for in this **DECLARATION OF CONDOMINIUM**. The **CONDOMINIUM RESIDENTIAL UNITS** shall be located on level one (1) through fourteen (14), inclusive, in the **BUILDING**. There are eight (8) types of **CONDOMINIUM RESIDENTIAL UNITS** in the **BUILDING** as more particularly described in **Section 5.07.** below.

The definitions of the **UNITS** enumerated in this **DECLARATION OF CONDOMINIUM** and other matters pertaining to the **UNITS** will be further defined and set out in this **DECLARATION OF CONDOMINIUM**.

1.43. "**UTILITY SERVICES**" shall include but not be limited to electrical power, water, gas, garbage and sewage disposal.

1.44. "**VOTING MEMBER**" shall mean and refer to the representative elected by the members of the **SUBDIVISION** as defined in the **MASTER DECLARATION**. The right of the **UNIT OWNERS** to elect a **VOTING MEMBER** is subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** including, but not limited to, the provisions of the **CLASS "B" CONTROL PERIOD**.

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

NAME

2. The name by which this **CONDOMINIUM** is to be known is **BEACH CLUB PARCEL 6, a Condominium**. The **CONDOMINIUM** is located in **THE BEACH CLUB**, a **Subdivision ("SUBDIVISION")**, in the **County of Baldwin, State of Alabama**, and is subject to the terms, conditions and provisions of the **PLAT**, this **DECLARATION OF CONDOMINIUM**

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and the terms and conditions of the **MASTER DECLARATION**, has access to **Highway Number 180** through the **PRIVATE ROADWAY** and the **DRIVEWAY EASEMENT**.

THE REAL PROPERTY

3. The **REAL PROPERTY** owned by the **DECLARANT** which is herewith submitted to the **CONDOMINIUM** form of ownership is that parcel of **REAL PROPERTY** lying and being in **Baldwin County, Alabama**, which is more particularly described in **EXHIBIT "A"**, which is attached to this **DECLARATION OF CONDOMINIUM** and expressly made a part of this **DECLARATION OF CONDOMINIUM** as though fully set forth in this **DECLARATION OF CONDOMINIUM**. Only the **REAL PROPERTY** is herewith submitted to the **CONDOMINIUM** form of ownership. No other property described on the **PLAT** of the **SUBDIVISION** is made part of this **CONDOMINIUM**.

The **REAL PROPERTY** is subject to the following:

- A. Reservation to **DECLARANT** of all oil, gas and other minerals, and all rights in connection therewith, which have not been previously reserved or granted to others.
- B. Interest created by or limitations and restrictions imposed on the use of the **CONDOMINIUM PROPERTY** as established by the **Federal Coastal Zone Management Act** or other Federal law or regulation.
- C. Zoning, if any, planning and other restrictions or regulations upon the use of the **CONDOMINIUM PROPERTY** as may be legally imposed by the **County of Baldwin, City of Gulf Shores or State of Alabama** or any other governmental authorities having jurisdiction over the **CONDOMINIUM PROPERTY**.
- D. **SPECIAL DECLARANT RIGHTS** granted **DECLARANT** by the **REVISED CONDOMINIUM DOCUMENTS** and by the **ACT**.
- E. All ad valorem taxes and **ASSESSMENTS**.
- F. The rights of eminent domain or governmental rights of police power.
- G. Easements or claims of easements shown or not shown by the public records.
- H. Encroachments, overlaps, boundary line disputes and any other matter which would be disclosed by an accurate survey and inspection of the **CONDOMINIUM PROPERTY**.
- I. **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**, including, but not limited to, the rights of the **MASTER ASSOCIATION** to impose **ASSESSMENTS** and liens for **ASSESSMENTS** on the **CONDOMINIUM PROPERTY** and **UNITS**. **TERMS, CONDITIONS AND PROVISIONS** contained in the **FIRST AMENDMENT**. **TERMS, CONDITIONS AND PROVISIONS** contained in the **SECOND AMENDMENT**. **TERMS, CONDITIONS AND PROVISIONS** of the **ARTICLES OF INCORPORATION** of the **MASTER ASSOCIATION** dated **March 14, 1997** and recorded **March 14, 1997**, in **Miscellaneous Book 92, Pages 1216 through 1222** and the **BY-LAWS** of the **MASTER ASSOCIATION** dated **March 14, 1997** and recorded **March 14, 1997**, in **Miscellaneous Book 92, Pages 1223 through 1234**.
- J. Rights of other parties to use the **COMMON ELEMENTS**. Rights of other parties to use the areas designated in the **MASTER DECLARATION** as the **COMMON AREAS**, including the **PRIVATE ROADWAY** and the **DRIVEWAY EASEMENT**. Rights of **DECLARANT**, or the successors and assigns of **DECLARANT**, the **MASTER ASSOCIATION**, **LOT** and **UNIT OWNERS** and other parties to use the **PRIVATE AND NONEXCLUSIVE EASEMENT**.
- K. **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **DRIVEWAY EASEMENT**. Lack of dedicated means of ingress to and access from the **REAL PROPERTY**.
- L. **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **FISH & WILDLIFE PERMIT** and any amendments to the **FISH & WILDLIFE PERMIT**. Obligations of all **UNIT OWNERS**, the **MASTER ASSOCIATION** and the **CONDOMINIUM ASSOCIATION** to comply with the terms, conditions

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- and provisions of the **FISH & WILDLIFE PERMIT** and any amendments to the **FISH & WILDLIFE PERMIT. TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in any permit issued by the **ADEM PERMIT** and any amendments to the **ADEM PERMIT**. Obligations of all **UNIT OWNERS**, the **MASTER ASSOCIATION** and the **CONDOMINIUM ASSOCIATION** to comply with the terms, conditions and provisions of the **ADEM PERMIT** and any amendments to the **ADEM PERMIT**. The **FISH & WILDLIFE PERMIT** and the **ADEM PERMIT** may be amended.
- M. Terms, conditions, provisions and restrictions of all permits and licenses of Federal, State and local government, including applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the **SUBDIVISION** and the **CONDOMINIUM PROPERTY**.
 - N. Reservation of all oil, gas and other minerals, and all rights in connection therewith, as contained in deed from **Thomas E. McCown and Sally H. McCown and Jere Austill, Jr. and Isabelle P. Austill** to **Erie H. Meyer** dated **August 6, 1964** and recorded **June 13, 1968** in **Deed Book 385, Pages 532 through 533**.
 - O. Reservation of one-half (½) oil, gas and other minerals, and all rights in connection therewith, as contained in deed from **Erie H. Meyer** to **Gulf Shores, Limited, a Limited Partnership**, dated **November 19, 1971** and recorded **November 29, 1971** in **Deed Book 423, Pages 55 through 60**.
 - P. Reservation of oil, gas and other minerals, and all rights in connection therewith, as contained in deed from **J. D. Wingard, Jr., Newman C. Brackin and Blanche Brackin** to **William A. Welch, Bobby Lee Welch, John W. Hawkins, Hazel N. Hawkins, Loyd Sims and Mary Sims** dated **August 13, 1973** and recorded **August 14, 1973** in **Deed Book 449, Pages 375 through 376**.
 - Q. **TERMS, CONDITIONS AND PROVISIONS** contained in the **EXCLUSIVE PERPETUAL EASEMENT**. The rights reserved to **DECLARANT**, or the successors, assigns, agents, employees, contractors, subcontractors, guests, invitees or members of **DECLARANT**, to use the **EXCLUSIVE PERPETUAL EASEMENT**.
 - R. **TERMS, CONDITIONS AND PROVISIONS** of the **PRIVATE AND NONEXCLUSIVE EASEMENT** from **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, to the **MASTER ASSOCIATION** by instrument dated **March 14, 1997** and recorded **March 18, 1997**, in **Real Property Book 741, Pages 592 through 598**.
 - S. **TERMS, CONDITIONS AND PROVISIONS** of the **SEWER TAP RESERVATION AGREEMENT** by and between **SOUTH ALABAMA SEWER SERVICE, INC.** and **DECLARANT** dated **March 14, 1997** and recorded **March 14, 1997** in **Miscellaneous Book 92, Pages 1235 through 1242**.
 - T. Matters reflected on the **PLAT of THE BEACH CLUB**, a Subdivision, recorded in **Slide 1714-A and Slide 1714-B**. Minimum building setback lines, drainage and utility easements and **Private Pedestrian Travelway** shown on the subdivision plat of **THE BEACH CLUB**, a Subdivision.
 - U. **TERMS, CONDITIONS AND PROVISIONS** of the **STATUTORY WARRANTY DEED** from **DECLARANT** to the **MASTER ASSOCIATION** by instrument dated **March 14, 1997** and recorded **March 14, 1997**, in **Real Property Book 740, Pages 1498 through 1501**.
 - V. **TERMS, CONDITIONS AND PROVISIONS** of **THE BEACH CLUB MEMBERSHIP PLAN DOCUMENTS**.
 - W. **ELECTRIC LINE-RIGHT OF WAY EASEMENT** from **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership to **BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**, a Cooperative Corporation dated **August 15, 1996** and recorded **November 25, 1996**, in **Real Property Book 722, Pages 1432 through 1447**. **ELECTRIC LINE-RIGHT OF WAY EASEMENT** to **BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**, a Cooperative Corporation not dated and recorded **March 10, 1997**, in **Real Property Book 739, Pages 1122 through 1123**.

- X. **VACATION AND RELOCATION OF ELECTRIC LINE - RIGHT OF WAY EASEMENT** by and between **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership and **BALDWIN COUNTY ELECTRIC MEMBERSHIP CORPORATION**, a Rural Electric Cooperative dated April 16, 1998 and recorded April 21, 1998, in Miscellaneous Book 98, Pages 741 through 745.
- Y. Easement granted the **UTILITIES BOARD OF THE CITY OF GULF SHORES** by **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, dated January 17, 1997 and recorded March 24, 1997 in Real Property Book 742, Pages 294 through 297.
- Z. Easement granted the **UTILITIES BOARD OF THE CITY OF GULF SHORES** by **FORT MORGAN PARADISE JOINT VENTURE**, an Alabama Partnership, dated April 16, 1998 and recorded May 12, 1998 in Real Property Book 824, Pages 1174 through 1179.
- AA. Encroachment of PVC electric boxes over the North and East lines of **LOT 6, THE BEACH CLUB**, a Subdivision as shown on survey by Noel Ed Hand dated July 3, 1997 as last revised July 10, 1997 (Job Number 700975.50).
- BB. Encroachment of temporary sand construction road over the West line of **LOT 6, THE BEACH CLUB**, a Subdivision as shown on survey by Noel Ed Hand dated July 3, 1997 as last revised July 10, 1997 (Job Number 700975.50).

PURPOSE

4. The **DECLARANT** hereby submits the **REAL PROPERTY** described on **EXHIBIT "A"** together with all improvements, structures and all other permanent fixtures thereon, and all rights and privileges belonging or in any way pertaining thereto, to the condominium form of ownership and use in the manner provided for by the "Alabama Uniform Condominium Act of 1991", Code of Alabama (1975), Section 35-8A-101, et seq.

DEVELOPMENT PLAN

5.01. **PLANS.** The improvements are substantially completed in accordance with the **PLANS**, as evidenced by the Certificate of Completion executed by an independent registered architect.

5.02. **Amendment.** The **DECLARANT** shall have the unilateral right, privilege and option from time to time at any time (subject to the provisions of this **DECLARATION OF CONDOMINIUM**) to amend this **DECLARATION OF CONDOMINIUM** without the consent of any **UNIT OWNER**, **MORTGAGEE** or other **PERSON** in order to exercise any **SPECIAL DECLARANT RIGHTS** so long as said amendment complies with the requirements of the **ACT**. **FORT MORGAN** shall have the right, privilege and option from time to time to amend the **MASTER DECLARATION** without the consent of **UNIT OWNER**, **MORTGAGEE** or other **PERSON** in order to exercise any rights granted to **FORT MORGAN** pursuant to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

5.03. **Agreement.** Each **PERSON** or entity who shall acquire any **UNIT** in the **CONDOMINIUM** or interest in or lien upon any such **UNIT** shall be deemed, by accepting a conveyance of or otherwise acquiring such **UNIT**, interest or lien, to have agreed and consented, within the meaning of this **DECLARATION OF CONDOMINIUM** and of the **ACT** to be bound by the terms and provisions of this **DECLARATION OF CONDOMINIUM** and to be bound by the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** and to have further agreed and consented that any amendment to this **DECLARATION OF CONDOMINIUM** executed by the **DECLARANT** alone pursuant hereto or any amendment to the **MASTER DECLARATION** (as provided in the **MASTER DECLARATION**) shall be binding and effective as written notwithstanding the fact that the undivided interest of the **UNIT OWNERS** in the **COMMON ELEMENTS** will be changed thereby or notwithstanding the fact that any rights and interests of the **UNIT OWNERS** in the

SUBDIVISION or COMMON AREA (as defined in the MASTER DECLARATION) will be changed thereby.

5.04. Easements. Subject to the easements provided for on the PLAT of the SUBDIVISION, the easements provided for in the MASTER DECLARATION and in the SECOND AMENDMENT, the PRIVATE AND NONEXCLUSIVE EASEMENT, the EXCLUSIVE PERPETUAL EASEMENT and the exceptions set out in Paragraph 3, of this DECLARATION OF CONDOMINIUM, easements are reserved to the DECLARANT throughout the COMMON ELEMENTS as may be reasonably necessary for the purpose of discharging the obligations of DECLARANT or exercising any SPECIAL DECLARANT RIGHTS. Easements are reserved to FORT MORGAN, and the successors and assigns of FORT MORGAN, and to the MASTER ASSOCIATION throughout the SUBDIVISION, which includes the REAL PROPERTY as more specifically provided in the MASTER DECLARATION.

DECLARANT does hereby reserve unto DECLARANT, and to the successors and assigns of DECLARANT, an exclusive perpetual easement for use, improvement, recreation, parking, drainage, utilities and retention ponds and for such uses as DECLARANT deems appropriate or as provided for in this DECLARATION ("EXCLUSIVE PERPETUAL EASEMENT") upon, across, over and under the following described real property, to-wit:

Commence at the Northwest corner of Lot 6 of THE BEACH CLUB as recorded on Slide 1714-A and 1714-B, Probate Records, Baldwin County, Alabama for the POINT OF BEGINNING; run thence South 88 degrees 54 minutes 02 seconds East along the South right-of-way of Beach Club Trail for 279.05 feet to the East line of said Lot 6, run thence South 00 degrees 00 minutes 46 seconds East along the East line of said Lot 6 for 220.81 feet; run thence North 89 degrees 59 minutes 14 seconds East along the East line of said Lot 6 for 6.0 feet; run thence South 00 degrees 00 minutes 46 seconds East along the East line of said Lot 6 for 260.15 feet; run thence South 89 degrees 59 minutes 14 seconds West for 29.40 feet; run thence North 00 degrees 00 minutes 46 seconds West for 341.41 feet; run thence South 89 degrees 59 minutes 14 seconds West for 255.59 feet to the West line of said Lot 6; run thence North 00 degrees 00 minutes 46 seconds West along said East line for 144.96 feet to the Northwest corner of said Lot 6 and the POINT OF BEGINNING.

("EASEMENT LAND")

This EXCLUSIVE PERPETUAL EASEMENT is an exclusive perpetual easement appurtenant to and shall benefit and run with the land described as follows, to-wit:

LOT 7, THE BEACH CLUB, a Subdivision, as per PLAT thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide 1714-A and Slide 1714-B.

The EASEMENT LAND is subject to the exceptions to title set out in Paragraph 3, of this DECLARATION OF CONDOMINIUM and may be used by the DECLARANT, or the successors, assigns, agents, employees, contractors, subcontractors, invitees, guests or members of the DECLARANT for any use or purpose relating to recreation, parking, drainage, utilities and retention ponds. The OWNER of LOT 6 of the SUBDIVISION shall not have any right to use the EASEMENT LAND unless permission is granted by DECLARANT, or the successors and assigns of DECLARANT. The OWNER of LOT 6 of the SUBDIVISION, or the successors and assigns of the OWNER of LOT 6 of the SUBDIVISION, shall not grant any rights or interests to others in the EASEMENT LAND which interfere with the rights and interests reserved to DECLARANT by this DECLARATION OF CONDOMINIUM.

DECLARANT specifically reserves to DECLARANT, or the successors and assigns of DECLARANT, the following rights, which DECLARANT, or the successors and assigns of DECLARANT, may exercise, but shall not be obligated to exercise, at any time and from time to

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time, in and to the **EASEMENT LAND** and the **EXCLUSIVE PERPETUAL EASEMENT**:

(a) The exclusive right to grant to third parties, agents, employees, contractors, subcontractors, invitees, guests, members and the general public, the right to use the **EASEMENT LAND** and the **EXCLUSIVE PERPETUAL EASEMENT** upon such terms and conditions and for such duration as **DECLARANT**, or the successors and assigns of **DECLARANT**, in their sole discretion as may deem appropriate.

(b) The right to grant to any utility company or other entity providing electric power, gas, water, sewer, telephone, television cable or other utility services, the right to place any lines, pipes or other necessary equipment on, over, across or under the **EASEMENT LAND**, so long as such utility does not prevent access to **LOT 6**, except as to temporary, reasonable obstructions during construction, repair, maintenance and replacement operations.

(c) The right to place a gate, fence, guardhouse or any other security device across the **EASEMENT LAND**.

(d) The right to exclude access to any person from entering the **EASEMENT LAND**.

(e) The right to dedicate all or any part of the rights created by this **EXCLUSIVE PERPETUAL EASEMENT** to public use.

(f) The right to assign any of the rights, obligations or liabilities in this **EXCLUSIVE PERPETUAL EASEMENT**.

(g) The right to mortgage or otherwise encumber the rights reserved to **DECLARANT** pursuant to the **EXCLUSIVE PERPETUAL EASEMENT**.

(h) The right to construct improvements or otherwise improve the **EASEMENT LAND** together with the right to maintain, replace and repair any improvements from time to time as **DECLARANT** shall deem appropriate.

ARTICLE XV of the **MASTER DECLARATION** as amended by the **FIRST AMENDMENT** ("ALABAMA BEACH MOUSE COVENANTS") is incorporated in this **DECLARATION OF CONDOMINIUM** for reference. In general, **ARTICLE XV** of the **MASTER DECLARATION** as amended by the **FIRST AMENDMENT** grants to **FORT MORGAN**, or the successors and assigns of **FORT MORGAN**, the **MASTER ASSOCIATION** and to certain governmental authorities, including **DEPARTMENT OF THE INTERIOR, U.S. FISH & WILDLIFE SERVICE, STATE OF ALABAMA, DEPARTMENT OF CONSERVATION, STATE PARKS DIVISION** and **ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT** broad rights of ingress, egress and use of the **SUBDIVISION** and the **CONDOMINIUM PROPERTY**.

The **PRIVATE ROADWAY** and the **DRIVEWAY EASEMENT** are not part of the **CONDOMINIUM**.

THE BEACH CLUB and the **RECREATIONAL AREA (PROTECTED AREA)** are not part of the **CONDOMINIUM**. Neither membership in the **ASSOCIATION** nor membership in the **MASTER ASSOCIATION**, nor ownership or occupancy of a **UNIT** shall confer any ownership interest in or right to use or enter **THE BEACH CLUB**. See the terms, conditions and provisions of **ARTICLE XIV** of the **MASTER DECLARATION** as amended by the **SECOND AMENDMENT** for a more detailed explanation of **THE BEACH CLUB** and the **RECREATIONAL AREA (PROTECTED AREA)**. See **Paragraph 3.X** of this **DECLARATION OF CONDOMINIUM** pertaining to the **TERMS, CONDITIONS AND PROVISIONS** of **THE BEACH CLUB MEMBERSHIP PLAN DOCUMENTS**.

Subject to the easements provided for on the PLAT of the SUBDIVISION, the easements provided for in the MASTER DECLARATION, the PRIVATE AND NONEXCLUSIVE EASEMENT, the EXCLUSIVE PERPETUAL EASEMENT and the exceptions to title set out in Paragraph 3. of this DECLARATION OF CONDOMINIUM, each of the following easements is reserved to the ASSOCIATION for the benefit of the UNIT OWNERS, their guests and lessees and is a covenant running with the REAL PROPERTY:

A. Utilities and Drainage. Easements are reserved throughout the CONDOMINIUM PROPERTY as may be required for UTILITY SERVICES and drainage in order to adequately serve the CONDOMINIUM; PROVIDED, HOWEVER, such easements to a UNIT shall be only in accordance with the PLANS or as the improvements are constructed, unless approved in writing by the UNIT OWNER. Each UNIT shall have an easement as may be required to drain the CONDOMINIUM PROPERTY adequately. Each UNIT OWNER shall have an easement in common with the OWNERS of all other UNITS to use all pipes, wires, ducts, cables, conduits, public utility lines and other COMMON ELEMENTS located in any of the other UNITS and serving said UNIT. Each UNIT shall be subject to an easement in favor of the OWNERS of all other UNITS to use all pipes, ducts, cables, wires, conduits, public utility lines and other COMMON ELEMENTS serving such other UNITS and located in such UNIT. The ASSOCIATION shall have a right of access to each UNIT to inspect the same, to remove violations therefrom, and to maintain, repair or replace the COMMON ELEMENTS contained therein or elsewhere on the CONDOMINIUM PROPERTY; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the UNIT OWNERS permitted use of the UNIT, and except in the event of emergency, entries shall not be made without prior notice to the UNIT OWNER.

B. Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT, or if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS as a result of the construction of any BUILDING, or if any such encroachment shall occur hereafter as a result of settling or shifting of any BUILDING, a valid easement for the encroachment and for the maintenance of the same shall exist so long as such BUILDING stands. In the event any BUILDING, any UNIT, any adjoining UNIT, or any adjoining COMMON ELEMENT shall be partially or totally destroyed as a result of fire, or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the COMMON ELEMENTS upon any UNIT or of any UNIT upon any other UNIT or upon any portion of the COMMON ELEMENTS due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as such BUILDING shall stand.

C. Support. Each UNIT shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other UNITS, and the COMMON ELEMENTS.

D. Access. Except as provided in this DECLARATION OF CONDOMINIUM and in the MASTER DECLARATION, each UNIT shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, elevators, stairways, walkways and lanes and light passage ways, as the same may from time to time exist in the COMMON ELEMENTS; and for ingress and egress over, through and across such portions of the COMMON ELEMENTS as may from time to time be paved and intended for such purposes, but the same shall not give or create in any PERSON the right to park on any portion of the CONDOMINIUM PROPERTY not designated as a parking area nor shall it give or create in any PERSON the right to use or occupy a LIMITED COMMON ELEMENT designated for the exclusive use of others. This easement shall be nonexclusive and shall include the right of ingress and egress to a public street or highway upon and over COMMON ELEMENTS providing such access and as shown on the PLANS.

The right of access of each UNIT OWNER as provided for in this DECLARATION OF CONDOMINIUM is subject to the rights of other parties to use the property described in the EXCLUSIVE PERPETUAL EASEMENT. The EXCLUSIVE PERPETUAL EASEMENT reserves to the DECLARANT, and the successors and assigns of DECLARANT, and grants to

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other parties the exclusive perpetual right and easement to use the property described in the **EXCLUSIVE PERPETUAL EASEMENT** and **UNIT OWNERS** do not have the right to use said property unless permission to do so is granted by the parties designated in the **EXCLUSIVE PERPETUAL EASEMENT**.

Ingress to and egress from the **CONDOMINIUM PROPERTY** is over and across the **PRIVATE ROADWAY** and **DRIVEWAY EASEMENT** as more particularly described in the **MASTER DECLARATION**. The **PRIVATE ROADWAY** and **DRIVEWAY EASEMENT** are not **COMMON ELEMENTS** of this **CONDOMINIUM** nor part of the **CONDOMINIUM**. The right to use the **PRIVATE ROADWAY** and the **DRIVEWAY EASEMENT** are subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** and in this **DECLARATION OF CONDOMINIUM**.

The **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** of the **DRIVEWAY EASEMENT** provide that under certain circumstances the rights of ingress to and egress from the **CONDOMINIUM PROPERTY** over and across the **DRIVEWAY EASEMENT** may be revoked by the **STATE OF ALABAMA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, STATE PARKS DIVISION**. In the event that the rights of ingress to and egress from the **CONDOMINIUM PROPERTY** over and across the property described in the **DRIVEWAY EASEMENT** are revoked, then, in that event, there will be no ingress to nor egress from the **CONDOMINIUM PROPERTY** to a public right of way.

5.05. General Description of Improvements. The **CONDOMINIUM PROPERTY** consists essentially of **one (1) BUILDING**, together with automobile parking areas, lawn and landscaping and other facilities as more particularly set forth in the **PLANS**. The **BUILDING** contains **fourteen (14) levels (stories)**, including **one (1) ground level**. The ground level (story) or first floor consists of a lobby, various storage and equipment rooms and **CONDOMINIUM RESIDENTIAL UNITS**. The next levels (stories), **two (2) through fourteen (14), inclusively**, contain **CONDOMINIUM RESIDENTIAL UNITS**. All levels of the **CONDOMINIUM** contain **COMMON ELEMENTS** and common property and equipment. The **BUILDING** contains **one hundred twenty-eight (128) CONDOMINIUM RESIDENTIAL UNITS**.

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

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

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

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

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

5.07. Type of UNITS. There are **eight (8) types** of **UNITS** more specifically shown on the **PLANS** and are generally described as follows:

CONDOMINIUM RESIDENTIAL UNITS-TYPE "A" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "A"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "A"** has **three (3) bedrooms, three (3) bathrooms, a living/dining area and a kitchen** and contains approximately **one thousand two hundred fifty (1,250) square feet** of living area. There are **twenty-two (22) CONDOMINIUM RESIDENTIAL UNITS-TYPE "A"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "B" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "B"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "B"** has **one (1) bedroom, one and one-half (1½) bathrooms, a living/dining area and a kitchen** and contains approximately **six hundred seventy-four (674) square feet** of living area. There are **twenty-two (22) CONDOMINIUM RESIDENTIAL UNITS-TYPE "B"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "C" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "C"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "C"** has **two (2) bedrooms, two (2) bathrooms, a living/dining area and a kitchen** and contains approximately **one thousand forty-one (1,041) square feet** of living area. There are **twenty-six (26) CONDOMINIUM RESIDENTIAL UNITS-TYPE "C"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "CC" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "CC"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "CC"** has **two (2) bedrooms, two (2) bathrooms, a living/dining area and a kitchen** and contains approximately **one thousand forty-one (1,041) square feet** of living area. There are **twenty-six (26) CONDOMINIUM RESIDENTIAL UNITS-TYPE "CC"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "D" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "D"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "D"** has **two (2) bedrooms, two (2) bathrooms, a living/dining area and a kitchen** and contains approximately **nine hundred eighty-six (986) square feet** of living area. There are **twenty-four (24) CONDOMINIUM RESIDENTIAL UNITS-TYPE "D"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "E" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "E"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "E"** has **three (3) bedrooms, three and one-half (3½) bathrooms, a living/dining area, dressing area, kitchen, dining room and study** and contains approximately **two thousand five hundred sixty-six (2,566) square feet** of living area. There are **two (2) CONDOMINIUM RESIDENTIAL UNITS-TYPE "E"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "F" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "F"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "F"** has **three (3) bedrooms, three and one-half (3½) bathrooms, a living/dining area, a dressing area and a kitchen** and contains approximately **two thousand seventy (2,070) square feet** of living area. There are **two (2) CONDOMINIUM RESIDENTIAL UNITS-TYPE "F"** in the **BUILDING**.

CONDOMINIUM RESIDENTIAL UNITS-TYPE "G" are residential UNITS as provided in this **DECLARATION OF CONDOMINIUM** and are designated on the **PLANS** as **CONDOMINIUM RESIDENTIAL UNITS-TYPE "G"**. Each **CONDOMINIUM RESIDENTIAL UNIT-TYPE "G"** has four (4) bedrooms, four (4) bathrooms, a living/dining area and a kitchen and contains approximately one thousand nine hundred sixty-eight (1,968) square feet of living area. There are four (4) **CONDOMINIUM RESIDENTIAL UNITS-TYPE "G"** in the **BUILDING**.

5.08. UNIT Ownership. Each **UNIT OWNER** shall be entitled to the exclusive ownership and possession of said **UNIT**. Subject to the rights reserved to **FORT MORGAN** in the **MASTER DECLARATION** and in the **SECOND AMENDMENT**, the rights granted to others in the **MASTER DECLARATION** and the **SECOND AMENDMENT** and the matters referred to in **Paragraph 5.04** of this **DECLARATION OF CONDOMINIUM**, each **UNIT OWNER** shall have the unrestricted right of ingress and egress to said **UNIT**, which right shall be an appurtenance to said **UNIT**. The private elements of each **UNIT** shall consist of the following:

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

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

5.10. Changes. The **DECLARANT** reserves the right to change the interior design and arrangement of any or all **UNITS** owned by **DECLARANT**. The **DECLARANT** further reserves the right to alter the boundaries between **UNITS**, which said change shall be reflected by an amendment of this **DECLARATION OF CONDOMINIUM**, which may be executed by the **DECLARANT** alone, notwithstanding the procedures for amendment described in this **DECLARATION OF CONDOMINIUM**. However, no such change of boundaries shall increase the number of **UNITS**, nor alter the boundaries of the **COMMON ELEMENTS** without amendment of this **DECLARATION OF CONDOMINIUM** in the manner described in this **DECLARATION OF CONDOMINIUM**. If the boundaries of more than one (1) **UNIT** are

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altered, the **DECLARANT** shall appropriately reapportion the shares of the **COMMON ELEMENTS** which are allocated to the altered **UNITS**. **PROVIDED, HOWEVER**, the **SPECIAL DECLARANT RIGHTS** granted by this paragraph must be exercised on or before **ten (10) years** from the date of the recording of this **DECLARATION OF CONDOMINIUM** in the **Office of the Judge of Probate of Baldwin County, Alabama**. No assurance is made concerning whether or not any **UNIT** will be or will not be changed by the **DECLARANT** nor is any assurance made concerning the nature, character, or quality of said change. The exercise by the **DECLARANT** of the **SPECIAL DECLARANT RIGHTS** to change a **UNIT** does not obligate the **DECLARANT** to exercise said right in any other **UNIT** or all of the other **UNITS** in the **CONDOMINIUM**.

5.11. COMMON ELEMENTS. Subject to the rights reserved to **FORT MORGAN** in the **MASTER DECLARATION**, the rights granted to others in the **MASTER DECLARATION** and the matters referred to in **Paragraph 5.04**, in this **DECLARATION OF CONDOMINIUM** including, but not limited to, the rights reserved to **DECLARANT** or granted to others to use the property described in the **EXCLUSIVE PERPETUAL EASEMENT** and the property described in the **PRIVATE AND NONEXCLUSIVE EASEMENT**, any right, title or interest in a **UNIT** shall automatically carry with it as an appurtenance and without the necessity of specific reference to the respective undivided share of the **COMMON ELEMENTS** in the **UNIT** and a right to use the **COMMON ELEMENTS** in conjunction with the other **UNIT OWNERS**. The **COMMON ELEMENTS** of the **CONDOMINIUM** are all portions of the **CONDOMINIUM** other than the **UNITS** and will include the common areas and facilities located substantially as shown on the **PLANS**. Such common areas and facilities in the **CONDOMINIUM** will include the following (subject to the matters referred to in this **DECLARATION OF CONDOMINIUM**):

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- A. All of the REAL PROPERTY.**
- B. All improvements and parts of the REAL PROPERTY which are not a UNIT or PRIVATE ELEMENT (not including the property described in the EXCLUSIVE PERPETUAL EASEMENT).**
- C. All parking areas (even if assigned to the exclusive use of a UNIT but not including the parking areas located on the property described in the EXCLUSIVE PERPETUAL EASEMENT), driveways and other means of ingress and egress.**
- D. The mechanical systems and installations providing service to a BUILDING, or to any UNIT, such as electrical power, gas, light, hot and cold water, heating and air conditioning, fireplace, sanitary and storm sewer facilities and including all lines, pipes, ducts, flues, chutes, conduits, cables, wires and all other apparatus and installations in connection therewith, whether located in the COMMON ELEMENTS or in the UNITS, except when situated entirely within a UNIT for service only of that UNIT.**
- E. All tangible personal property required for the maintenance and operation of the CONDOMINIUM and for the common use and enjoyment of the UNIT OWNERS.**
- F. Recreation areas and facilities (not including the recreation areas and facilities located on the property described in the EXCLUSIVE PERPETUAL EASEMENT).**
- G. All foundations, slabs, columns, beams and supports of the BUILDING and such component parts of exterior walls and walls separating UNITS, roofs, floors and ceilings as are not described in this DECLARATION OF CONDOMINIUM as PRIVATE ELEMENTS.**
- H. Lawn areas, landscaping, walkways, sidewalks, curbs and steps.**
- I. Exterior steps, ramps, handrails, stairs and stairwells.**
- J. All tanks, pumps, pump houses, wells, motors, fans, compressors and control equipment, fire fighting equipment, elevator equipment and garbage equipment which are not reserved for the use of certain OWNERS.**

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

L. The patios, balconies, terraces, porches, storage areas and doorsteps or stoops affixed to each **UNIT**, even though designated as a **LIMITED COMMON ELEMENT**.

M. All other parts of the **CONDOMINIUM PROPERTY** existing for the common use or necessity of the existence, maintenance and safety of the **CONDOMINIUM**.

N. All other items listed as such in the **ACT**.

The **COMMON ELEMENTS** shall not include the **PRIVATE ROADWAY** nor the **DRIVEWAY EASEMENT** nor any other property located within the **SUBDIVISION** which is not part of the **CONDOMINIUM PROPERTY**.

5.12. LIMITED COMMON ELEMENTS. The **LIMITED COMMON ELEMENTS** located on the **PROPERTY** and the **UNIT** to which they are assigned are as follows:

The patio, balcony, terrace or porch abutting each **CONDOMINIUM RESIDENTIAL UNIT**, including the storage closet or area, if any, located on said balcony, are **LIMITED COMMON ELEMENTS** appurtenant to those **UNITS** to which they attach and whose use is restricted to **UNITS** they are appurtenant. Doorsteps or stoops, if any, providing access to a patio, balcony, terrace, or porch are assigned as a **LIMITED COMMON ELEMENT** to the **UNIT** to which the patio, balcony, terrace or porch serves. The maintenance, repair, upkeep and replacement of each patio, balcony, terrace or porch, storage area and the doorsteps or stoops, if any, providing access thereto shall be the exclusive responsibility of the **UNIT OWNER** to which that patio, balcony, terrace or porch and storage area shall be appurtenant. The boundary lines of each patio, balcony, terrace or porch and storage area attached to a **UNIT** are the interior vertical surfaces thereof and the exterior unpainted finished surface of the perimeter baluster or railing abutting the patio, balcony, terrace or porch and shall include the interior of the storage area, if any.

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COMMON ELEMENTS

6.01. Ownership. A schedule setting forth the percentage of undivided interest of each **UNIT** in the **COMMON ELEMENTS** is attached hereto, marked **EXHIBIT "D"** and by reference made a part of this **DECLARATION OF CONDOMINIUM**. The percentage of undivided interest of each **UNIT** in the **COMMON ELEMENTS** is determined by dividing the total number of square feet of interior area of each **UNIT** by the total number of square feet of interior area in all **UNITS**. For purposes of percentage of ownership in the **COMMON ELEMENTS**, percentage of **COMMON EXPENSES** and percentage of **COMMON SURPLUS**, and voting on all matters requiring action by the **OWNERS**, the percentages as set out on **EXHIBIT "D"** shall govern. The ownership interest in the **COMMON ELEMENTS** shall be an undivided interest, and except as provided in the **ACT** and this **DECLARATION OF CONDOMINIUM** shall remain undivided. No **UNIT OWNER** shall bring any action for partition or division of the **COMMON ELEMENTS**. The ownership interest in the **COMMON ELEMENTS** shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the **UNIT**, and any agreement to the contrary shall be void.

6.02. Use. Subject to the rights reserved to **FORT MORGAN** in the **MASTER DECLARATION** and in the **SECOND AMENDMENT** and the rights granted to others in the **MASTER DECLARATION** and **SECOND AMENDMENT**, each **UNIT OWNER** shall have the right to use the **COMMON ELEMENTS** (except any portions thereof which are designated for the use of other parties as provided for in the **MASTER DECLARATION**, and except any portions thereof designated as a **LIMITED COMMON ELEMENT** and restricted to the exclusive use of and as an appurtenance to a **UNIT** and subject to any portion subject to leases made by or assigned to the **BOARD** and the exclusive and semi-exclusive parking spaces and areas and except for the rights of other parties to use the property described in the **EXCLUSIVE PERPETUAL EASEMENT** to the exclusion of all other parties) in conjunction with the **OWNERS** of other

UNITS as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the **CONDOMINIUM PROPERTY**. The right to use the **COMMON ELEMENTS** shall be subject to and governed by the provisions of the **ACT, CONDOMINIUM DOCUMENTS, RULES AND REGULATIONS** of the **ASSOCIATION**. In addition, the **ASSOCIATION** shall have the authority to lease, grant concessions or grant easements with respect to parts of the **COMMON ELEMENTS** subject to the provisions of the **DECLARATION OF CONDOMINIUM** and **BY-LAWS**.

6.03. Share of COMMON EXPENSES and LIMITED COMMON EXPENSES. Each **UNIT OWNER** shall be assessed and is individually liable for a proportionate share of the **COMMON EXPENSES** and the proportionate share of the **COMMON EXPENSES** shall be the same ratio as the **UNIT OWNER'S** percentage ownership in the **COMMON ELEMENTS** as the case may be. Each **UNIT OWNER** shall be assessed and is individually liable for the **LIMITED COMMON EXPENSES** in connection with the patio, balcony, terrace or porch and storage area and the doorsteps or stoops, if any, as set out in **Paragraph 5.12** of this **DECLARATION OF CONDOMINIUM**. Payment of **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** shall be in such amounts and at such times as determined in the **BY-LAWS**. **ASSESSMENTS** shall be collected by the **ASSOCIATION** on a monthly basis or as otherwise determined by the **BOARD**. No **UNIT OWNER** shall be exempt from payment of his or her proportionate share of the **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** by waiver or nonuse or nonenjoyment of the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS**, or by abandonment of his or her **UNIT**. **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** shall include but shall not necessarily be limited to expenditures made or liabilities incurred by the **ASSOCIATION**, together with payments or obligations to reserve accounts. No **ASSESSMENTS** shall be made by the **ASSOCIATION** against the property described in the **EXCLUSIVE PERPETUAL EASEMENT** nor against the owner of said property.

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In addition to any other **ASSESSMENTS** provided for in this **DECLARATION OF CONDOMINIUM**, each **UNIT OWNER** shall be assessed and is individually liable for a proportionate share of the **ASSESSMENTS**, and shall be subject to lien, as provided for in the **MASTER DECLARATION**. The **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** of **ARTICLE IX** of the **MASTER DECLARATION** are incorporated in this **DECLARATION OF CONDOMINIUM** for reference.

6.04. Late Payment of ASSESSMENTS. **ASSESSMENTS** for **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** and installments thereon, paid on or before **fifteen (15) days** after the date when due shall bear no interest, but all sums not paid on or before **fifteen (15) days** after the date when due shall bear such late charges, penalties, interest and other costs and expenses, at a rate set by the **BOARD**, but not to exceed the maximum legal rate, together with all expenses, including Attorney's fees incurred by the **ASSOCIATION** in any undertaking to collect such unpaid **ASSESSMENTS** and expenses. All payments upon account shall be first applied to such late charges, penalties, interests and other costs and expenses, including Attorney's fees, and then to the **ASSESSMENT** payment due. The **ASSOCIATION** may, in the manner provided for in the **BY-LAWS**, after notice and an opportunity to be heard, levy reasonable fines for violations of the **DECLARATION OF CONDOMINIUM, BY-LAWS** and **RULES AND REGULATIONS** of the **ASSOCIATION**.

6.05. Liens for ASSESSMENTS. The **ASSOCIATION** is hereby granted a lien upon each **UNIT** and the appurtenant undivided interest in **COMMON ELEMENTS** and **LIMITED COMMON ELEMENTS** in the **UNIT** and upon the goods, furniture and effects belonging to the **UNIT OWNER** and located in such **UNIT**, which lien shall secure and does secure the moneys due for all **ASSESSMENTS** now or hereafter levied or subject to being levied against the **UNIT OWNER** which lien shall also secure such late charges, penalties and interest, if any, which may be due on the amount of any delinquent **ASSESSMENT** owing to the **ASSOCIATION**, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the **ASSOCIATION** in enforcing this lien upon said **UNIT** and the appurtenant undivided interest in the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** in the **UNIT**. The provisions in this **DECLARATION OF CONDOMINIUM** for liens for

ASSESSMENTS shall not apply to the property described in the **EXCLUSIVE PERPETUAL EASEMENT** nor to the owner of said property.

ARTICLE IX of the **MASTER DECLARATION** grants to the **MASTER ASSOCIATION** a lien upon each **UNIT** and the appurtenant undivided interest in **COMMON ELEMENTS** and **LIMITED COMMON ELEMENTS**.

6.06. Priority of Lien. The **ASSOCIATION** shall have a lien for nonpayment of **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** as is provided by the **ACT**. In any suit for the foreclosure of a lien for **ASSESSMENTS**, the **ASSOCIATION** shall be entitled to rental from the **UNIT OWNER** from the date on which the payment of any **ASSESSMENT** or installment thereof becomes delinquent and shall be entitled to the appointment of a receiver for said **UNIT**, without notice to the **UNIT OWNER**. The rental required to be paid shall be equal to the rental charged on comparable type of dwelling **UNITS** in the area in which the **CONDOMINIUM** is located. The lien granted to the **ASSOCIATION** shall further secure such advances for taxes and other payments which may be required to be advanced or paid by the **ASSOCIATION** in order to preserve and protect the lien of the **ASSOCIATION**, and the **ASSOCIATION** shall further be entitled to interest at a rate set by the **BOARD** of the **ASSOCIATION** but in no case shall said interest exceed the maximum legal rate on any such advances made for such purposes. All **PERSONS**, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any **UNIT**, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien granted to the **ASSOCIATION**. A lien for **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** shall not be affected by any sale or transfer of a **UNIT**, except as provided in this **DECLARATION OF CONDOMINIUM**. A sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall extinguish a subordinate lien for **ASSESSMENTS** which became payable prior to such sale or transfer; **PROVIDED, HOWEVER**, a sale or transfer pursuant to a foreclosure of a first mortgage or first vendor's lien shall not extinguish the lien of the **ASSOCIATION** to the extent of the **COMMON EXPENSE ASSESSMENTS** and **LIMITED COMMON EXPENSE ASSESSMENTS** based on the periodic budget adopted by the **ASSOCIATION** pursuant to the **ACT** which would have become due in the absence of acceleration during the six (6) months immediately preceding the institution of an action to enforce the lien. However, any such delinquent **ASSESSMENTS** which were extinguished pursuant to the foregoing provision may be reallocated and assessed to all of the **UNITS** as a **COMMON EXPENSE**. Any such sale or transfer pursuant to foreclosure does not relieve the purchaser or transferee of a **UNIT** from liability for, nor the **UNIT** from the lien of, any **ASSESSMENTS** made thereafter.

ARTICLE IX of the **MASTER DECLARATION** grants to the **MASTER ASSOCIATION** a lien for **ASSESSMENTS** which is prior and superior to all other liens except those liens specifically provided for in the **MASTER DECLARATION**.

6.07. Disposition of Surplus. Each **UNIT** shall carry with it a proportionate share of **COMMON SURPLUS** or **LIMITED COMMON SURPLUS**, as the case may be, and the proportionate share of **COMMON SURPLUS** or **LIMITED COMMON SURPLUS** shall be the same ratio as the percentage ownership of that **UNIT OWNER** in the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS**; or, in the alternative, such surplus or any portion thereof may be added to a reserve fund for maintenance, repair and replacement of the **COMMON ELEMENTS** or the **LIMITED COMMON ELEMENTS**, as the case may be, at the sole discretion of the **ASSOCIATION**.

THE ASSOCIATION

7.01. Powers and Duties. Subject to the terms, conditions, provisions and restrictions contained in the **MASTER DECLARATION**, the operation and administration of the **CONDOMINIUM** shall be by the **ASSOCIATION** of the **UNIT OWNERS**, pursuant to the provisions of the **ACT**. The **ASSOCIATION** shall be a not for profit **Alabama Corporation** incorporated by **ARTICLES OF INCORPORATION** recorded in the **Office of the Judge of Probate of Baldwin County, Alabama**. The **ASSOCIATION** shall be an entity which shall have

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the capability of bringing suit and being sued with respect to the exercise or nonexercise of the powers of the ASSOCIATION. The ASSOCIATION shall have exclusive authority and power to maintain a class action and to settle a cause of action on behalf of UNIT OWNERS of the CONDOMINIUM with reference to the COMMON ELEMENTS or the LIMITED COMMON ELEMENTS, the roof and structural components of a BUILDING or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a BUILDING as distinguished from mechanical elements serving only a UNIT; and with reference to any and all other matters in which all the UNIT OWNERS have a common interest. The ASSOCIATION shall have all the powers and duties set forth in the ACT, as well as all the powers and duties granted to or imposed on it under the BY-LAWS and other CONDOMINIUM DOCUMENTS as they may be amended from time to time. The ASSOCIATION is specifically authorized to enter into agreements by which the powers and duties of the ASSOCIATION, or some of them, may be exercised or performed by some other PERSON or PERSONS. The ASSOCIATION shall have a reasonable right of entry upon any UNIT to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the DEVELOPMENT and further, shall have the right to grant permits, licenses and easements over the COMMON AREAS for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the DEVELOPMENT. The BOARD shall have the authority and duty to levy and enforce the collection of general and specific ASSESSMENTS for COMMON EXPENSES and LIMITED COMMON EXPENSES and is further authorized to provide adequate remedies for failure to pay such ASSESSMENTS.

The operation and administration of the CONDOMINIUM shall be subject to the powers and authority reserved to FORT MORGAN, or the successors and assigns of FORT MORGAN, in the MASTER DECLARATION and the powers and authority granted to the MASTER ASSOCIATION in the MASTER DECLARATION. If there is any conflict between the power and authority granted to the ASSOCIATION and the power and authority reserved to FORT MORGAN in the MASTER ASSOCIATION or the powers and authority granted to the MASTER ASSOCIATION in the MASTER DECLARATION, then the power and authority reserved to FORT MORGAN, or the successors and assigns of FORT MORGAN, shall control.

7.02. Name. The name of the ASSOCIATION shall be BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

7.03. MEMBERS. Each UNIT OWNER shall be a MEMBER of the ASSOCIATION so long as he or she is a UNIT OWNER. A membership of a UNIT OWNER shall immediately terminate when he or she ceases to be a UNIT OWNER. The membership of a UNIT OWNER cannot be assigned or transferred in any manner except as an appurtenance to said UNIT.

7.04. Voting Rights. Each UNIT shall be entitled to one (1) vote in the ASSOCIATION, 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. The vote for a UNIT shall be cast by the OWNER thereof in the manner provided for in this DECLARATION OF CONDOMINIUM and in the BY-LAWS. However, should the ASSOCIATION be a UNIT OWNER, it shall not have the voting right for that UNIT.

Except as provided in the MASTER DECLARATION, the UNIT OWNERS shall elect a VOTING MEMBER to represent the UNIT OWNERS of the CONDOMINIUM (NEIGHBORHOOD) to cast all votes attributable to UNITS in the CONDOMINIUM (NEIGHBORHOOD) for election of Directors of the MASTER ASSOCIATION, amending the MASTER DECLARATION or the MASTER BY-LAWS and all other matters provided for in the MASTER DECLARATION and the MASTER BY-LAWS all in accordance with the TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION. PROVIDED, HOWEVER, during the CLASS "B" CONTROL PERIOD, FORT MORGAN, or the successors and assigns of FORT MORGAN shall have the exclusive right to take all actions and the exclusive right to vote on all matters to be voted on by the MEMBERS or VOTING MEMBERS as more specifically provided for in the MASTER DECLARATION.

7.05. Designation of Voting Representative. In the event a UNIT is owned by one (1) PERSON, his or her right to vote shall be established by the record title to said UNIT. If a UNIT is owned by more than one (1) PERSON, the PERSON entitled to cast the vote for the UNIT shall be designated by a certificate signed by all of the record OWNERS of the UNIT and filed with the Secretary of the ASSOCIATION. If a UNIT is owned by a corporation, limited liability company, partnership or limited partnership, the officer, employee or individual entitled to cast the vote for the UNIT shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation (in the case of a corporation), or by the member or members, if more than one (1), (in the case of a limited liability company) or by the General Partner or Partners if more than one (in the case of a partnership or limited partnership), which certificate shall be filed with the Secretary of the ASSOCIATION. If such a certificate is not on file with the Secretary of the ASSOCIATION for a UNIT owned by more than one (1) PERSON or by a corporation, limited liability company, partnership or limited partnership, the membership or vote of the UNIT concerned may be cast in accordance with the ACT. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the UNIT concerned is effected. A certificate designating the PERSON entitled to cast the vote of a UNIT may be revoked by any OWNER thereof.

The TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION shall control the vote of the VOTING MEMBER.

7.06. Restraint upon Assignment of Shares in Assets. The share of a MEMBER in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to said UNIT.

7.07. BOARD OF DIRECTORS. The affairs of the ASSOCIATION shall be conducted by a BOARD OF DIRECTORS which shall consist of such number not less than three (3) nor more than, from time to time, shall be determined and fixed by a vote of a majority of the voting rights present at any annual meeting of the MEMBERS.

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

7.09. Limitation of Liability. Notwithstanding the liability of the ASSOCIATION to maintain and repair parts of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable for injury or damage caused by a latent condition of the property to be maintained and repaired by the ASSOCIATION nor for injury or damage caused by the elements, or other OWNERS or PERSONS.

7.10. BY-LAWS. The ASSOCIATION and the MEMBERS of the ASSOCIATION shall be governed by the BY-LAWS.

7.11. Proviso. Subject to the provisions of this DECLARATION OF CONDOMINIUM, until the earliest of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the UNITS which may be created to UNIT OWNERS other than the DECLARANT; or (ii) two (2) years after the DECLARANT, and the successors or assigns of DECLARANT, have ceased to offer UNITS for sale in the ordinary course of business, the BY-LAWS and RULES AND

REGULATIONS adopted by the DECLARANT shall govern and the DECLARANT shall have the exclusive right to appoint, remove and designate the officers and MEMBERS of the BOARD, and neither the UNIT OWNERS nor the ASSOCIATION nor the use of the CONDOMINIUM PROPERTY by UNIT OCCUPANTS shall interfere with the completion of the contemplated improvements and the sale of the UNITS. The DECLARANT may voluntarily surrender the right to appoint and remove officers and MEMBERS of the BOARD; but, in that event, the DECLARANT may require, for the duration of the period of DECLARANT control, that specified actions of the ASSOCIATION or BOARD, as described in a recorded instrument executed by the DECLARANT, be approved by the DECLARANT before they become effective. PROVIDED, HOWEVER, not later than ninety (90) days after conveyance of twenty-five percent (25%) of the UNITS which may be created to UNIT OWNERS other than the DECLARANT, at least one (1) MEMBER and not less than twenty-five percent (25%) of the MEMBERS of the BOARD must be elected by UNIT OWNERS other than the DECLARANT. Not later than ninety (90) days after conveyance of fifty percent (50%) of the UNITS which may be created to UNIT OWNERS other than the DECLARANT, not less than thirty three and one-third percent (33 1/3%) of the MEMBERS of the BOARD must be elected by UNIT OWNERS other than the DECLARANT. Except as provided for in the ACT, not later than the termination of any period of DECLARANT control, the UNIT OWNERS shall elect a BOARD of at least three (3) MEMBERS, at least a majority of whom must be UNIT OWNERS other than the DECLARANT.

PROVIDED, FURTHER, FORT MORGAN, or the successors and assigns of FORT MORGAN, is entitled to the exclusive vote in all meetings of the MASTER ASSOCIATION or meetings of the MASTER BOARD OF DIRECTORS so long as the CLASS "B" CONTROL PERIOD exists as more fully set out in the MASTER DECLARATION.

7.12. Contracts. If entered into before the BOARD elected by the UNIT OWNERS pursuant to the ACT takes office, any management contract, employment contract, or lease of recreational or parking areas or facilities and any other contract or lease between the ASSOCIATION and the DECLARANT may be terminated without penalty and upon not less than ninety (90) days notice to the other party by the ASSOCIATION at any time after the BOARD elected by the UNIT OWNERS pursuant to the ACT takes office.

7.13. Availability of Records. The ASSOCIATION shall keep financial records sufficiently detailed to enable the ASSOCIATION to comply with the ACT. The ASSOCIATION shall make reasonably available in the county where the CONDOMINIUM is located for examination by UNIT OWNERS, prospective purchasers, first MORTGAGEES and insurers of first MORTGAGEES of any UNIT, or their authorized agents, current copies of the DECLARATION OF CONDOMINIUM, BY-LAWS, RULES AND REGULATIONS and other books, records, financial statements and the most recent annual financial statement of the ASSOCIATION. Reasonably available shall mean available for inspection upon request, during normal business hours or under reasonable circumstances.

7.14. Reserves for Replacements. The ASSOCIATION shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the COMMON ELEMENTS and LIMITED COMMON ELEMENTS. The fund shall be maintained out of regular ASSESSMENTS for COMMON EXPENSES and LIMITED COMMON EXPENSES.

MAINTENANCE

8.01. Maintenance by the ASSOCIATION. The ASSOCIATION is responsible for maintenance, repair and replacement of the COMMON ELEMENTS.

8.02. Maintenance by UNIT OWNER. Each UNIT OWNER is responsible for the maintenance, repair and replacement of said UNIT. Each UNIT OWNER is responsible for the maintenance, repair and replacement of the LIMITED COMMON ELEMENTS, if any, attached to said UNIT as provided in Paragraph 5.12, of this DECLARATION OF CONDOMINIUM.

8.03. Addition, Alteration and Improvement of the COMMON ELEMENTS. Except as provided for in the **MASTER DECLARATION** and as may be permitted by the **ACT**, and except as to the **SPECIAL DECLARANT RIGHTS** provided for in this **DECLARATION OF CONDOMINIUM**, after the completion of the improvements included in the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** which are contemplated by this **DECLARATION OF CONDOMINIUM**, there shall be no addition, alteration, change or further improvement of **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** without prior approval of the **ASSOCIATION**.

8.04. Covenants of UNIT OWNER. Each **UNIT OWNER** covenants and agrees as follows:

A. To perform all maintenance, repairs and replacements that are the obligations of the **UNIT OWNER** under this **DECLARATION OF CONDOMINIUM** and the **ACT**.

B. To pay for all the utilities, including electricity, gas and telephone of the **UNIT OWNER** used within the **UNIT** and all taxes levied against the **UNIT** of the **UNIT OWNER**.

C. Not to make, or cause to be made, any repairs to any plumbing, heating, ventilation or air conditioning systems located outside the **UNIT** of the **UNIT OWNER** but required to be maintained by the **UNIT OWNER** pursuant to the provisions of this **DECLARATION OF CONDOMINIUM**, except by licensed plumbers or electricians authorized to do such work by the **ASSOCIATION** or the agent of the **ASSOCIATION**.

D. Not to make any addition or alteration to a **UNIT** or to the **COMMON ELEMENTS** or to the **LIMITED COMMON ELEMENTS** or to do any act that would impair the structural soundness or safety of any part of the **CONDOMINIUM PROPERTY**. Structural alterations within a **UNIT** may be made only with the written consent of the **ASSOCIATION**.

E. To make no alterations, additions, improvements, repairs, replacements or changes to the **COMMON ELEMENTS** or the **LIMITED COMMON ELEMENTS** or to any outside or exterior portion of the **BUILDING**, specifically including, but not limited to screening or enclosing balconies, installing garage or other exterior doors or affixing out shutters to windows, without the prior written consent of the **ASSOCIATION**. If consent is granted, the **UNIT OWNER** shall use only a licensed contractor who shall comply with the **RULES AND REGULATIONS** with respect to the work which may be adopted by the **ASSOCIATION**. The **UNIT OWNER** shall be liable for all damages to another **UNIT** and to the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** caused by any contractor employed by such **UNIT OWNER** or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

F. To allow the **ASSOCIATION**, or the delegates, agents or employees of the **ASSOCIATION** at all reasonable times to enter into any **UNIT** or **LIMITED COMMON ELEMENT** for the purpose of maintaining, inspecting, repairing or replacing **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** or for repairing, maintaining or replacing any plumbing, heating, ventilation or air conditioning system located within such **UNIT** but serving other parts of the **CONDOMINIUM PROPERTY**; or to determine, in case of emergency, the circumstances threatening **UNITS** or **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** and to correct the same; or, to determine compliance with the provisions of the **CONDOMINIUM DOCUMENTS**.

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

H. To reimburse the **ASSOCIATION** for any repairs or replacements which are made necessary because of abuse or negligent use by a **UNIT OWNER** of the **CONDOMINIUM PROPERTY**, the cost of such repair or replacement may be assessed against such **UNIT OWNER**.

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I. To comply with all of the obligations of a **UNIT OWNER** pursuant to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

J. To comply with all of the obligations of a **UNIT OWNER** under the **ACT**.

8.05. Contracts for Maintenance. The **ASSOCIATION** may enter into a contract with any firm, **PERSON** or corporation, or may join with other entities in contracting for the maintenance and repair of the **CONDOMINIUM PROPERTY**, and may delegate to such agent all or any portion of the powers and duties of the **ASSOCIATION**, except such as are specifically required by the **CONDOMINIUM DOCUMENTS** to have the approval of the **MEMBERS** of the **ASSOCIATION**. This Paragraph shall be subject to the provisions of Paragraph 7.12. of this **DECLARATION OF CONDOMINIUM**.

8.06. Exterior Surface. The **ASSOCIATION** shall determine the exterior color scheme of the **CONDOMINIUM PROPERTY** and shall be responsible for the maintenance thereof, except as may be otherwise provided for in this **DECLARATION OF CONDOMINIUM**. No **UNIT OWNER** shall paint any exterior surface or add or replace any thing thereon or affix any thing thereto without the written consent of the **ASSOCIATION**.

INSURANCE

9.01. Purchase of Insurance. Commencing not later than the time of the first conveyance of a **UNIT** to a **PERSON** other than the **DECLARANT**, the **ASSOCIATION** shall maintain insurance upon the **CONDOMINIUM PROPERTY** to the extent reasonably available as provided for in the **ACT** and as follows.

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

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

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

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

A. Property and Casualty. The **ASSOCIATION** must obtain, maintain and pay the premiums upon, as a **COMMON EXPENSE**, the property insurance required by the **ACT** and as follows. The type of policy shall be a "**master**" or "**blanket**" type policy of property insurance covering all of the **COMMON ELEMENTS** and **LIMITED COMMON ELEMENTS** (except land, foundation, excavation and other items usually excluded from coverage) including fixtures, to the extent they are part of the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** of the **CONDOMINIUM PROPERTY**, building service equipment and supplies, and other personal property belonging to the **ASSOCIATION**. All references in this **DECLARATION OF CONDOMINIUM** to a "**master**" or "**blanket**" type of policy of property insurance are intended to denote single entity **CONDOMINIUM** insurance coverage. In addition, any fixtures, equipment or other **PROPERTY** within the **UNITS** which are to be financed by a first **MORTGAGEE** (regardless of whether or not such **PROPERTY** is a part of the **COMMON ELEMENTS**) must be covered by such "**master**" or "**blanket**" policy, if required by said first **MORTGAGEE**. The policy shall be in an amount deemed appropriate by the **ASSOCIATION** but not less than the greater of **eighty percent (80%)** of the actual cash value of the insured **PROPERTY** at the time the insurance is purchased or such greater percentage of such actual cash value as may be necessary to prevent the applicability of any coinsurance provision at any renewal date, exclusive of land, excavation, foundation and other items normally excluded from property

policies. The policy shall include an "Agreed Amount Endorsement" or its equivalent and, if available, an "Inflation Guard Endorsement". If there shall be a construction, zoning or other governmental code provision that requires changes to undamaged portions of the **CONDOMINIUM PROPERTY** even when only part of the project is destroyed by an insured hazard, the policies shall include construction code endorsements, commonly known as "building ordinance or law" coverage. The property insurance policy shall provide, as a minimum coverage and protection against:

- (1) Loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement;
- (2) All other perils which are customarily covered with respect to condominiums similar in construction in order to meet the requirements of the ACT;
- (3) Losses resulting from the enforcement of ordinances or laws that regulate construction, demolition, repair or use of the property, specifically including: (i) loss to the undamaged portion of any buildings; (ii) demolition costs; and (iii) increased costs of construction.

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

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C. Flood Insurance. If any part of the **CONDOMINIUM PROPERTY** shall be deemed to be in a special flood hazard area, as defined by the **Federal Emergency Management Agency** or other governmental agency, the ASSOCIATION shall, if reasonably available, obtain, maintain and pay the premiums upon, as a **COMMON EXPENSE**, a "master" or "blanket" type of flood insurance policy. The policy shall cover the **COMMON ELEMENTS** and **LIMITED COMMON ELEMENTS** falling within the designated flood hazard area. The insurance shall be in an amount deemed appropriate by the ASSOCIATION, but not less than an amount equal to the lesser of:

- (1) **Eighty percent (80%)** of the actual cash value of the insured property located within the flood hazard area; or
- (2) The maximum coverage available for the **PROPERTY** under the **National Flood Insurance Program**.

The policy shall be in a form which meets the criterion set forth in the most current guidelines issued on the subject by the Federal Government.

D. Personnel Coverage. Should the ASSOCIATION employ personnel, all coverage required by law, including workman's compensation, shall be obtained so as to meet the requirements of the law and the premiums for such insurance shall be a **COMMON EXPENSE**.

E. Fidelity Bonds. The ASSOCIATION, if reasonably available, shall obtain, maintain and pay the premiums upon, as a COMMON EXPENSE, a fidelity bond to protect against loss of money by dishonest acts on the part of all officers, DIRECTORS and employees of the ASSOCIATION and all other persons handling, or responsible for, funds of the ASSOCIATION or funds administered by the ASSOCIATION. Where a management agent has the responsibility for handling or administering funds of the ASSOCIATION, the management agent shall be required to maintain fidelity bond coverage for the officers, employees and agents of the ASSOCIATION handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The fidelity bond shall name the ASSOCIATION as the obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the ASSOCIATION or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than **one hundred and fifty percent (150%)** of the estimated annual COMMON EXPENSES. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds required by this DECLARATION OF CONDOMINIUM to be maintained by the management agent shall be paid by the management agent. The bond shall provide that any first MORTGAGEE shall receive notice of cancellation or modification of the bond.

F. Other Insurance. The ASSOCIATION shall obtain other insurance required by the MASTER DECLARATION or by the ACT and shall have authority to obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable. The premiums for such insurance shall be a COMMON EXPENSE.

If the insurance described in this DECLARATION OF CONDOMINIUM which is required to be maintained is not reasonably available, the ASSOCIATION promptly shall give notice of that fact to be hand delivered or sent prepaid by United States Mail to all UNIT OWNERS.

9.06. Individual Insurance. Nothing contained in this DECLARATION OF CONDOMINIUM shall be construed to prevent a UNIT OWNER from obtaining insurance for his or her own benefit.

9.07. Provisions. Insurance coverage, if reasonably available, must comply with the requirements of the ACT and this DECLARATION OF CONDOMINIUM and shall in substance and effect:

A. Provide that the policy shall be primary, even if the UNIT OWNER has other insurance that covers that same loss, and further provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration or contribution by reason of any other insurance obtained by or for any UNIT OWNER.

B. Contain no provision relieving the insurer from liability for a loss occurring because the hazard to such BUILDING is increased, whether or not within the knowledge or control of the ASSOCIATION, or because of any breach of warranty or condition or any other act or neglect by the ASSOCIATION or any UNIT OWNER or any other PERSONS under either of them.

C. Provide that such policy may not be canceled or substantially modified and the insurer may not refuse to renew said policy (whether or not requested by the ASSOCIATION) except by the insurer giving at least **thirty (30) days** prior written notice thereof to the ASSOCIATION, the UNIT OWNER, each holder of a first mortgage on an individual UNIT, and every other PERSON in interest who shall have requested such notice of the insurer.

D. Contain a waiver by the insurer of any right of subrogation to any right of the ASSOCIATION, or either against the OWNER or lessee of any UNIT.

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E. Contain a standard **MORTGAGEE** clause which shall:

(1) Provide that any reference to a **MORTGAGEE** in such policy shall mean and include all holders of mortgages of any **UNIT**, whether or not named in this **DECLARATION OF CONDOMINIUM**; and

(2) Provide that such insurance as to the interest of any **MORTGAGEE** shall not be invalidated by any act or neglect of the **ASSOCIATION** or **UNIT OWNERS** or any **PERSONS** under any of them; and

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

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

9.09. Insurance Premiums. Insurance premiums maintained by the **ASSOCIATION** shall be paid by the **ASSOCIATION** as a **COMMON EXPENSE**. Should the **ASSOCIATION** fail to pay such insurance premiums when due, or should the **ASSOCIATION** fail to comply with other insurance requirements of a **MORTGAGEE**, the **MORTGAGEE** shall have the right, at the option of the **MORTGAGEE**, to order insurance policies and to advance such sums as are required to maintain or procure such insurance. To the extent of any money so advanced, the **MORTGAGEE** shall be subrogated to the **ASSESSMENT** and the lien rights of the **ASSOCIATION** as against the individual **UNIT OWNERS** for the payment of such item of **COMMON EXPENSE**.

9.10. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the **ASSOCIATION** shall be for the benefit of the **ASSOCIATION** and the **UNIT OWNERS** and their **MORTGAGEES** as their interest may appear, and shall provide that all proceeds covering **PROPERTY** losses shall be paid to the **ASSOCIATION**, as Insurance Trustee for each of the **UNIT OWNERS** in the percentages as established by this **DECLARATION OF CONDOMINIUM**, which said **ASSOCIATION**, for the purpose of these provisions, is referred to in this **DECLARATION OF CONDOMINIUM** as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this **DECLARATION OF CONDOMINIUM** and for the benefit of the **UNIT OWNERS** and their **MORTGAGEES**. The Insurance Trustee shall have the power to adjust all claims arising under insurance policies purchased by the **ASSOCIATION**; to bring suit thereon in the name of the **ASSOCIATION** and/or in the name of other insured; to deliver releases on payment of claims; to compromise and settle such claims; and otherwise to exercise all the rights, powers and privileges of the **ASSOCIATION** and each **UNIT OWNER** and any other holder of an insured interest in the **CONDOMINIUM PROPERTY** under such insurance policies, however, the actions of the Insurance Trustee shall be subject to the approval of any first **MORTGAGEE** if the claim shall involve more than one **UNIT**, and if only one **UNIT** is involved, such actions shall be subject to approval of any first **MORTGAGEE** holding a mortgage and encumbering such **UNIT**.

9.11. Shares of Proceeds. The **ASSOCIATION** as Insurance Trustee shall receive such insurance proceeds as are paid to it and shall hold the same in trust for the purposes stated in this **DECLARATION OF CONDOMINIUM** and for the benefit of the **UNIT OWNERS** and their **MORTGAGEES** in the following shares:

A. **COMMON ELEMENTS.** An undivided share of the proceeds on account of damage to **COMMON ELEMENTS** shall be held for each **UNIT OWNER**, with such share's portion of the total proceeds being the same percentage as the share of the **COMMON ELEMENTS** appurtenant to said **UNIT**.

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B. UNITS and LIMITED COMMON ELEMENTS. Except as provided elsewhere in this **DECLARATION OF CONDOMINIUM**,

(1) When the **CONDOMINIUM PROPERTY** is to be restored, the proceeds shall be held for the **UNIT OWNERS** of damaged **UNITS** and damaged **LIMITED COMMON ELEMENTS**, with the share of each in the total proceeds being in the proportion that the cost of repairing the damage suffered by such **UNIT OWNER** bears to the total cost of repair, which cost shall be determined by the **BOARD**.

(2) When the **CONDOMINIUM PROPERTY** is not to be restored, the proceeds shall be held for the **UNIT OWNERS** in the undivided shares that are the same as their respective shares in the **COMMON ELEMENTS**.

C. MORTGAGEES. In the event a **MORTGAGEE** endorsement has been issued with respect to a **UNIT**, the share of the **OWNER** of that **UNIT** shall be held in trust for the **MORTGAGEE** and the **UNIT OWNER** as their interest may appear; **PROVIDED, HOWEVER**, that no **MORTGAGEE** shall have any right to determine or participate in the determination of whether or not any damaged **PROPERTY** shall be reconstructed or repaired except as may be specifically provided to the contrary elsewhere in this **DECLARATION OF CONDOMINIUM**.

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

A. Reconstruction or Repair. First, if the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial **OWNERS**, with remittances to **UNIT OWNERS** and **MORTGAGEES** being payable jointly to them. This is a covenant for the benefit of any **MORTGAGEE** of a **UNIT** and may be enforced by any such **MORTGAGEE**.

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

RECONSTRUCTION OR REPAIR AFTER CASUALTY

10.01. Determination to Reconstruct or Repair. Any portion of the **CONDOMINIUM** for which insurance is required under this **DECLARATION OF CONDOMINIUM** which is damaged or destroyed must be repaired or replaced promptly by the **ASSOCIATION** unless:

- A.** The **CONDOMINIUM** is terminated in accordance with the **ACT**;
- B.** Repair or replacement would be illegal under any state or local statute or ordinance covering health or safety, or under any state or local building or zoning statute or ordinance; or
- C.** **Eighty percent (80%)** of the **UNIT OWNERS**, including every owner of a **UNIT** or assigned **LIMITED COMMON ELEMENT** which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of a **COMMON ELEMENT** in excess of insurance proceeds in reserves is a **COMMON EXPENSE** as provided in this **DECLARATION OF CONDOMINIUM**.

10.02. PLANS. Any reconstruction or repair must be substantially in accordance with the **ACT** and in accordance with the **PLANS** for the original improvements or as the **CONDOMINIUM PROPERTY** was last constructed; or if not, then according to **PLANS** approved by the **BOARD** of the **ASSOCIATION** and by **one hundred percent (100%)** of the **UNIT OWNERS**.

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10.03. Responsibility. If the damage is only to those parts of a **UNIT** or **LIMITED COMMON ELEMENTS** for which the responsibility of maintenance and repair is that of the **UNIT OWNER**, then the **UNIT OWNER** shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the **ASSOCIATION**.

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

10.05. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the **UNIT** and **LIMITED COMMON ELEMENTS** by the **ASSOCIATION**, **ASSESSMENTS** shall be made against the **UNIT OWNERS** who own the damaged **PROPERTY** or have the exclusive right to use the **LIMITED COMMON ELEMENT** attached to said **UNIT**, and against all **UNIT OWNERS** in the case of damage to common areas and facilities in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, **ASSESSMENTS** shall be made against the **UNIT OWNERS** who own the damaged **UNIT** and have exclusive right to use the **LIMITED COMMON ELEMENTS** attached to said **UNIT**, and against all **UNIT OWNERS** in the case of damage to common areas and facilities in sufficient amounts to provide funds for the payment of such costs. Such **ASSESSMENTS** against **UNIT OWNERS** for reconstruction and/or repair of damage to **UNITS** and **LIMITED COMMON ELEMENTS** shall be in proportion to the cost of reconstruction and repair of their respective **UNITS** or **LIMITED COMMON ELEMENTS**. Such **ASSESSMENTS** for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the share of the **OWNER** in the **COMMON ELEMENTS**. **ASSESSMENTS** for reconstruction and repair may be collected, and the collection enforced, in the same manner as provided for **ASSESSMENTS** elsewhere in this **DECLARATION OF CONDOMINIUM**.

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

A. Disbursement. The construction fund shall be disbursed in payment of such costs on the order and in the manner provided by the **BOARD** of the **ASSOCIATION**.

B. UNIT OWNER. If there is a balance of insurance proceeds after the payment of the cost of reconstruction and repair that is the responsibility of the **ASSOCIATION**, this balance shall be distributed to **UNIT OWNERS** of damaged **UNITS** or damaged **LIMITED COMMON ELEMENTS** who are responsible for the reconstruction and repair of the damaged portions of their **UNITS** or **LIMITED COMMON ELEMENTS**. The distribution to each **UNIT OWNER** shall be made in the proportion that the estimated costs of reconstruction and repair of such damage to said **UNIT** or **LIMITED COMMON ELEMENT** bears to the total of such estimated costs in all damaged **UNITS** and **LIMITED COMMON ELEMENTS**. However, no **UNIT OWNER** shall be paid an amount in excess of such estimated cost for said **UNIT** or **LIMITED COMMON ELEMENT**. If there is a first **MORTGAGEE**, the distribution shall be paid to the **UNIT OWNER** and to the first **MORTGAGEE** jointly.

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

EMINENT DOMAIN

11.01. Proceeds. The taking of a portion of a **UNIT** or of the **COMMON ELEMENTS** by eminent domain shall be deemed to be a casualty and the determination as to whether the **CONDOMINIUM** will be reconstructed or repaired or continued after condemnation will be determined in the manner provided for in the **ACT** and under **RECONSTRUCTION OR REPAIR AFTER CASUALTY** and the awards for such taking shall be deemed proceeds from insurance on account of the casualty and shall be deposited with the **ASSOCIATION** as Insurance Trustee. Even though the awards may be payable to a **UNIT OWNER**, the **UNIT OWNER** shall deposit the awards with the **ASSOCIATION** as Insurance Trustee; and in the event of failure to do so, in the discretion of the **BOARD** of the **ASSOCIATION** an **ASSESSMENT** shall be made against a defaulting **UNIT OWNER** in the amount of his or her award, or the amount of such award shall be set off against the sums hereafter made payable to such **UNIT OWNER**.

11.02. Disbursement of Funds. If the **CONDOMINIUM** is terminated after condemnation, the proceeds of the condemnation awards will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided in this **DECLARATION OF CONDOMINIUM** for the distribution of insurance proceeds if the **CONDOMINIUM** is terminated after damage to the **COMMON ELEMENTS**. If the **CONDOMINIUM** is not terminated after condemnation, the size of the **CONDOMINIUM PROPERTY** will be reduced and the **PROPERTY** damaged by the taking will be made usable in the manner provided by the **ACT** and as provided below. The proceeds of such award shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the **ASSOCIATION** after damage to the **COMMON ELEMENTS**.

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

A. **Restoration of UNIT.** The **UNIT** shall be made habitable. If the cost of the restoration exceeds the amount of the award, and the **OWNER** of the **UNIT** does not within a reasonable period of time provide the additional funds required for restoration, such additional funds may, in the discretion of the **BOARD**, be extended for restoration by the **ASSOCIATION** and be assessed against the **UNIT OWNER** as an **ASSESSMENT**.

B. **Distribution of Surplus.** The balance of the award, if any, shall be distributed to the **OWNER** of the **UNIT** and to any first **MORTGAGEE** of a **UNIT**, the remittance being made payable jointly to the **UNIT OWNER** and any such first **MORTGAGEE**.

C. **Adjustment of Shares in COMMON ELEMENTS.** If the floor area of the **UNIT** is reduced by the taking, the percentage representing the share in the **COMMON ELEMENTS**, the **COMMON EXPENSES** and the **COMMON SURPLUS** appertaining to the **UNIT** shall be reduced in accordance with the **ACT**.

11.04. UNIT Made Unhabitable. If the taking is of the entire **UNIT**, or so reduces the size of the **UNIT** that it cannot be used practically or lawfully for any purpose permitted by this **DECLARATION OF CONDOMINIUM**, the award for the taking of the **UNIT** shall be used for the following purposes in the order stated, and the following changes shall be effected in the **CONDOMINIUM**:

A. **Payment of Award.** The award shall be paid first to any first **MORTGAGEE** in an amount sufficient to pay off the mortgage of said **MORTGAGEE** on such **UNIT**; and then jointly to the **UNIT OWNER** and other **MORTGAGEES** of the **UNIT** in an amount not to exceed the market value of the **CONDOMINIUM** parcel immediately prior to the taking as diminished by any sums from the award previously reserved for any first **MORTGAGEE**; and the balance, if any, to the repairing and replacing of the **COMMON ELEMENTS** damaged by the taking.

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B. Addition to COMMON ELEMENTS. The remaining portion of the UNIT, if any, shall become part of the COMMON ELEMENTS and shall be placed in condition for use by all of the UNIT OWNERS in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required in this DECLARATION OF CONDOMINIUM for further improvement of the COMMON ELEMENTS.

C. Adjustment of Shares in COMMON ELEMENTS, COMMON EXPENSES and COMMON SURPLUS. The shares in the COMMON ELEMENTS, the COMMON EXPENSES and the COMMON SURPLUS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the other shares among the reduced number of UNIT OWNERS. This adjustment shall be done by restating said share of the continuing UNIT OWNERS as percentages aggregating one hundred percent (100%) so that the shares appurtenant to the UNITS of the continuing OWNERS shall be in the same proportions to each other as before the adjustment.

D. ASSESSMENTS. If the balance of the award (after payments to the UNIT OWNER and such OWNERS' MORTGAGEES as provided in this DECLARATION OF CONDOMINIUM) for the taking is not sufficient to finance the alteration of the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for such purposes shall be raised by ASSESSMENTS against all the UNIT OWNERS who will continue as OWNERS of UNITS after the changes in the CONDOMINIUM effected by the taking. Such ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

E. Arbitration. If the market value of a CONDOMINIUM parcel prior to the taking cannot be determined by agreement between the UNIT OWNERS, MORTGAGEES of the UNIT, and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing Rules of the American Arbitration Association, except that arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination on an average of their appraisals of the CONDOMINIUM parcels; and a judgment of specific performance on the decision rendered by the arbitrators may be entered into any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all OWNERS of UNITS prior to the taking in proportion to the shares of the OWNERS in the COMMON ELEMENTS as they exist prior to the changes affected by the taking.

11.05. Taking of COMMON ELEMENTS. Awards for the taking of COMMON ELEMENTS shall be used to make the remaining portion of the COMMON ELEMENTS usable in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this DECLARATION OF CONDOMINIUM for further improvement of the COMMON ELEMENTS. The balance of the awards for the taking of the COMMON ELEMENTS, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS, after adjustment of these shares on account of the condemnation, except that if a CONDOMINIUM parcel is encumbered by a first mortgage, the distribution shall be paid jointly to the OWNER and the first MORTGAGEE of the CONDOMINIUM parcel.

11.06. Conflict with ACT. If there is any conflict with the provisions of this ARTICLE and the ACT, the provisions of the ACT shall control.

USE RESTRICTIONS

The use of the CONDOMINIUM PROPERTY shall be in accordance with the provisions of this DECLARATION OF CONDOMINIUM and with the following provisions so long as the CONDOMINIUM exists.

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12.01. UNITS.

A. Each **CONDOMINIUM RESIDENTIAL UNIT** shall be occupied and used by a family and their guests only as a residence and for the furnishing of services and facilities provided for in this **DECLARATION OF CONDOMINIUM** for the enjoyment of such residence. The foregoing restrictions as to residence, however, shall not be construed in such manner as to prohibit a **UNIT OWNER** from:

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

Such uses are declared expressly customarily incidental to the principal residential use and not in violation of said restrictions.

B. The use and occupancy of each **UNIT** and the **CONDOMINIUM PROPERTY** shall be in accordance with the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

12.02. Miscellaneous Restrictions.

A. Nothing shall be stored in or upon the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** without prior consent of the **BOARD** except in storage closets or areas or as otherwise expressly provided in this **DECLARATION OF CONDOMINIUM**;

B. Nothing shall be done or kept in any **UNIT** or in the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** which will increase the rate of insurance for the **PROPERTY** without the prior written consent of the **BOARD**. No **UNIT OWNER** shall permit anything to be done or kept in said **UNIT** or in or on the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** which will result in the cancellation of insurance of any **UNIT** or any part of the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** or which will be in violation of any law.

C. No waste shall be committed in or on the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS**.

D. Each **UNIT OWNER** shall provide and maintain garbage and trash receptacles as may be directed by the **BOARD**, and all garbage and trash shall be kept in said receptacles.

E. No **UNIT OWNER** or occupant shall disturb or annoy other occupants of the **CONDOMINIUM PROPERTY** nor shall any occupant or **UNIT OWNER** commit or permit any nuisance, noxious, offensive, immoral or illegal act in said **UNIT** or on the **PROPERTY**.

F. Subject to the rights reserved to **FORT MORGAN**, or the successors and assigns of **FORT MORGAN** and the **MASTER ASSOCIATION** in the **MASTER DECLARATION**, and subject to the **SPECIAL DECLARANT RIGHTS** under this **DECLARATION OF CONDOMINIUM**, no sign of any kind shall be displayed to the public view on or from any **UNIT** or the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** without the prior written consent of the **BOARD** or the written consent of the Managing Agent acting in accordance with the direction of the **BOARD**. **PROVIDED, HOWEVER**, the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** pertaining to signs is incorporated in this **DECLARATION OF CONDOMINIUM** for reference.

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G. Except as expressly provided in this **DECLARATION OF CONDOMINIUM**, nothing shall be altered or constructed in or removed from the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS**, except upon the written consent of the **BOARD**.

H. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be permitted on the **PROPERTY** at any time temporarily or permanently, except with the prior written consent of the **BOARD**; **PROVIDED, HOWEVER**, that temporary structures may be erected for use in connection with the repair or rebuilding of the **BUILDINGS** or any portion thereof.

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

J. Parking of vehicles in driveways and parking areas shall be subject to the **RULES AND REGULATIONS** of the **BOARD** applicable thereto.

K. Except within individual **UNITS**, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the **PROPERTY**, except as approved by the **BOARD**.

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

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

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

O. Neither the **BOARD** nor the **ASSOCIATION** shall take or permit to be taken any action that unlawfully discriminates against one or more **UNIT OWNERS**.

P. Nothing shall be done or kept on the **CONDOMINIUM PROPERTY** unless it satisfies the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

12.03. Pets. No animals or pets of any kind shall be kept in any **UNIT** or any **PROPERTY** of the **CONDOMINIUM** except with the written consent of and subject to the **RULES AND REGULATIONS** adopted for keeping such pets by the **BOARD** of the **ASSOCIATION**; provided that such consent may be terminated without cause at any time by the **BOARD** of the **ASSOCIATION**. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind, and if an animal or pet does cause or create a nuisance or an unreasonable disturbance, said animal or pet shall be permanently removed from the **PROPERTY** within three (3) days from the day the owner receives the written notice from the **BOARD** of the **ASSOCIATION**. The owner of any pet or animal shall be liable for any and all damage caused by such animal or pet to any part of the **CONDOMINIUM PROPERTY** or to any other **PROPERTY** operated by the **ASSOCIATION**.

12.04. Employees. No employee, customer or patron of a **UNIT OWNER** shall be allowed either to use any of the facilities which are **COMMON ELEMENTS** of the **CONDOMINIUM PROPERTY** or to use any of the **PROPERTY** owned or operated by the **ASSOCIATION**.

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12.05. Use of COMMON ELEMENTS. The COMMON ELEMENTS shall be used in accordance with this DECLARATION OF CONDOMINIUM and the MASTER DECLARATION and only by the UNIT OWNERS and their agents, tenants, family members, invitee and licensees for access, ingress to and egress from the respective UNITS and for such other purposes incidental to the use of the UNITS and by any other PERSON authorized to use the COMMON ELEMENTS as provided for in the MASTER DECLARATION. However, other areas designated for a specific use shall be used for the purposes approved by the BOARD or the MASTER BOARD. The use, maintenance and operation of the COMMON ELEMENTS shall not be obstructed, damaged or unreasonably interfered with by any UNIT OWNER, and shall be subject to any lease or easement, presently in existence or entered into by the BOARD at some future time, affecting any part or all of said COMMON ELEMENTS.

12.06. Unrestricted Right of Transfer. The right of a UNIT OWNER to sell, transfer or otherwise convey said UNIT shall not be subject to any right of first refusal or similar restriction.

12.07. Leases. Subject to the provisions of Paragraph 12.11. and Paragraph 12.12. of this DECLARATION OF CONDOMINIUM and the TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION, entire UNITS may be leased by the UNIT OWNERS; PROVIDED, HOWEVER, that such lease and the rights of any tenant under such lease are hereby made expressly subject to the power of the ASSOCIATION to prescribe reasonable RULES AND REGULATIONS relating to the lease and rental of UNITS (including a minimum or maximum rental period) and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the BOARD deems appropriate, including eviction. No individual rooms may be rented. PROVIDED, FURTHER, FORT MORGAN, or the successors and assigns of FORT MORGAN, may make such use of the SUBDIVISION as provided for in the MASTER DECLARATION.

12.08. RULES AND REGULATIONS. Reasonable RULES AND REGULATIONS concerning the use of the CONDOMINIUM PROPERTY may be made by the DECLARANT and amended from time to time by the BOARD of the ASSOCIATION; PROVIDED, HOWEVER, that all such amendments thereto shall be approved by not less than a majority of the votes of the ASSOCIATION before such shall become effective. MEMBERS not present at meetings considering such RULES AND REGULATIONS or amendments thereto may express their approval or disapproval in writing. Copies of such RULES AND REGULATIONS or amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

The MASTER ASSOCIATION has the power to impose reasonable RULES AND REGULATIONS concerning the use of the CONDOMINIUM PROPERTY as more specifically provided for in the MASTER DECLARATION.

12.09. Parking. One (1) automobile parking space shall be made available on the CONDOMINIUM PROPERTY to each UNIT OWNER. The parking spaces shall be located by the BOARD. The BOARD of the ASSOCIATION may or may not in the discretion of the ASSOCIATION assign specific parking spaces to the UNIT OWNERS. If an assignment is made, such assignment shall not be recorded in the public records. The BOARD of the ASSOCIATION shall have the right to change the assignment of such specific parking spaces from time to time as in the sole discretion of the ASSOCIATION as the ASSOCIATION deems advisable. The parking of automobiles on the PRIVATE ROADWAY shall be subject to the RULES AND REGULATIONS imposed by the MASTER ASSOCIATION.

12.10. No Restrictions on Mortgaging UNITS. Anything construed in any of the CONDOMINIUM DOCUMENTS to the contrary, there shall be no restrictions on the right of a UNIT OWNER to mortgage said UNIT.

12.11. Use. The SUBDIVISION may be used for any permitted use designated by the DECLARANT which may include, without limitation, commercial use of THE BEACH CLUB, real estate sales, real estate leasing or real estate brokerage offices or businesses as provided for in

Section 12.12. of this **DECLARATION OF CONDOMINIUM** and in the **SECOND AMENDMENT**, residential **LOTS** or **UNITS**, commercial **LOTS** or **UNITS**, offices for any property manager retained by the **MASTER ASSOCIATION** or business offices for the **DECLARANT**, or the **MASTER ASSOCIATION**. **THE BEACH CLUB** may be used for any purpose including, without limitation, residential or commercial use.

So long as **DECLARANT** continues to have rights under the **MASTER DECLARATION**, the **FIRST AMENDMENT** or the **SECOND AMENDMENT**, no **PERSON** shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the **SUBDIVISION** without the review and written consent thereto by **DECLARANT**, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the **DECLARANT**.

12.12. Real Estate Sales, Real Estate Leasing or Real Estate Brokerage Office or Business. Except as provided below, no real estate sales, real estate leasing or real estate brokerage office or business shall be located or conducted on or from any **LOT** or **UNIT** except for **LOT 1**, **THE BEACH CLUB** or **LOT 15** including, but not limited to, any sales or leasing activities by any **OWNER**, the distribution of keys; the registration of guests; the posting of advertising of any kind within any lobbies or other **COMMON AREAS**; the execution or storage of rental agreements, leases, management agreements or any other documents with respect to the leasing or sale of **UNITS**; the receipt and/or deposit of keys, deposits or rental payments of any kind or nature. **PROVIDED, HOWEVER**, nothing contained in this **Section 12.12**, shall prohibit the **DECLARANT**, or **THE BEACH CLUB VILLAGE REALTY, L.L.C.** or any other **OWNER** or operator of **THE BEACH CLUB** or **OWNER** or occupant of **LOT 1** and **LOT 15** from conducting any commercial or business activity in the **SUBDIVISION** including, but not limited to, real estate sales, real estate leasing or real estate brokerage offices or businesses. The **DECLARANT** or **THE BEACH CLUB VILLAGE REALTY, L.L.C.** may assign the rights granted to either the **DECLARANT** or **THE BEACH CLUB VILLAGE REALTY, L.L.C.** in this **Section 12.12**, to any assignee who accepts the assignment and is designated as the successor to the **DECLARANT** or the successor to **THE BEACH CLUB VILLAGE REALTY, L.L.C.** in a recorded instrument.

12.13. THE BEACH CLUB and the RECREATIONAL AREA (PROTECTED AREA). The **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** of **ARTICLE XIV** of the **MASTER DECLARATION** as amended by the **SECOND AMENDMENT** pertaining to the use of **THE BEACH CLUB** and the use of the **RECREATIONAL AREA (PROTECTED AREA)** are incorporated in this **DECLARATION OF CONDOMINIUM** for reference. See **Paragraph 3.X**, of this **DECLARATION OF CONDOMINIUM** pertaining to the **TERMS, CONDITIONS AND PROVISIONS** of **THE BEACH CLUB MEMBERSHIP PLAN DOCUMENTS**.

12.14. ALABAMA BEACH MOUSE COVENANTS. The **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** of **ARTICLE XV** of the **MASTER DECLARATION** as amended by the **FIRST AMENDMENT** pertaining to the **ALABAMA BEACH MOUSE COVENANTS** is incorporated in this **DECLARATION OF CONDOMINIUM** for reference.

12.15. Enforcement. The **USE RESTRICTIONS** set out in this **DECLARATION OF CONDOMINIUM** may be enforced by either the **DECLARANT, ASSOCIATION, MASTER ASSOCIATION** or **FORT MORGAN** (so long as the **CLASS "B" CONTROL PERIOD** exists pursuant to the provisions of the **MASTER DECLARATION**).

12.16. Conflict. If there is any conflict between the power, authority, **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** and the power, authority, terms, conditions, provisions and restrictions contained in this **DECLARATION OF CONDOMINIUM**, then the power, authority, **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** shall control.

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AMENDMENT

13. This **DECLARATION OF CONDOMINIUM** and the **BY-LAWS** of the **ASSOCIATION** may be amended as provided in the **ACT**. The **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** may not be amended unless the amendment provisions of the **MASTER DECLARATION** have been satisfied.

PURCHASE OF CONDOMINIUM UNIT BY ASSOCIATION

14.01. **Decision.** The decision of the **ASSOCIATION** to purchase a **CONDOMINIUM UNIT** shall be made by the **BOARD** without the approval of the **MEMBERS** except as provided in this **ARTICLE**.

14.02. **Limitation.** If at any time the **ASSOCIATION** is already the **OWNER** of or has agreed to purchase one or more **CONDOMINIUM UNITS**, it may not purchase any additional **CONDOMINIUM UNITS** without the prior written approval of **MEMBERS** holding **seventy-five percent (75%)** of the votes of those **MEMBERS** eligible to vote thereon, except as provided in this **ARTICLE**. A **MEMBER** whose **CONDOMINIUM UNIT** is the subject matter of the proposed purchase shall be ineligible to vote thereon. Notwithstanding the foregoing, however, the foregoing limitations shall not apply to **CONDOMINIUM UNITS** either to be purchased at public sale resulting from a foreclosure of the lien of the **ASSOCIATION** for delinquent **ASSESSMENTS** where the bid of the **ASSOCIATION** does not exceed the amount found due the **ASSOCIATION**, or to be acquired by the **ASSOCIATION** in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien. In any event, the **BOARD** or a designee thereof, acting on behalf of the **ASSOCIATION**, may only purchase a **CONDOMINIUM UNIT** in accordance with this **ARTICLE** or as the result of a sale pursuant to the foreclosure of:

- (1) A lien on the **CONDOMINIUM UNIT** for unpaid taxes;
- (2) a lien of a mortgage;
- (3) the lien for unpaid **ASSESSMENTS**;
- (4) or any other judgment lien or lien attaching to such **CONDOMINIUM**

UNIT by operation of law.

14.03. **Proviso.** Nothing contained in this **DECLARATION OF CONDOMINIUM** shall prohibit the **MASTER ASSOCIATION** from purchasing or owning any **CONDOMINIUM UNIT** in the **CONDOMINIUM**.

NOTICE OF LIEN OR SUIT

15.01. **Notice of Lien.** A **UNIT OWNER** shall give notice in writing to the **Secretary** of the **ASSOCIATION** of every lien on said **CONDOMINIUM UNIT**, other than liens for first mortgages, taxes and special **ASSESSMENTS**, within **five (5) days** after he or she receives notice of the attaching of the lien.

15.02. **Notice of Suit.** A **UNIT OWNER** shall give notice in writing to the **Secretary** of the **ASSOCIATION** of every suit or other proceeding that may affect the title to said **CONDOMINIUM UNIT**, with such notice to be given within **five (5) days** after the **UNIT OWNER** obtains knowledge thereof.

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

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RULES AND REGULATIONS

16.01. Compliance. Each **UNIT OWNER** and the **ASSOCIATION** shall be governed by and shall comply with the terms of the **CONDOMINIUM DOCUMENTS** and the **RULES AND REGULATIONS** applicable to the **CONDOMINIUM PROPERTY**. Each **UNIT OWNER** and the **ASSOCIATION** shall be governed by and shall comply with the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION** and the **RULES AND REGULATIONS** imposed on the **SUBDIVISION** and on the **CONDOMINIUM PROPERTY** by the **MASTER ASSOCIATION**. Ownership of a **UNIT** subjects the **UNIT OWNER** to compliance with provisions of this **DECLARATION OF CONDOMINIUM**, the **ARTICLES**, the **BY-LAWS**, the **RULES AND REGULATIONS** of the **ASSOCIATION** and any contracts to which the **ASSOCIATION** is a party and to the provisions of the **MASTER DECLARATION**, the **RULES AND REGULATIONS** of the **MASTER ASSOCIATION**, as well as to any amendments to any of the foregoing. Failure of the **UNIT OWNER** to comply therewith shall entitle the **ASSOCIATION**, the **MASTER ASSOCIATION** or other **LOT OWNERS** or **UNIT OWNERS** to an action for damages or injunctive relief, or both, in addition to other remedies provided in the **CONDOMINIUM DOCUMENTS** and the **ACT**.

16.02. Enforcement. The **ASSOCIATION** is hereby empowered to enforce the **CONDOMINIUM DOCUMENTS** and all **RULES AND REGULATIONS** of the **ASSOCIATION** by such means as are provided by this **DECLARATION OF CONDOMINIUM** and the **ACT**, including the imposition of reasonable fines (after reasonable notice and opportunity to be heard) from time to time as set forth in the **BY-LAWS**. In the event a **UNIT OWNER** fails to maintain said **UNIT** in the manner required in the **CONDOMINIUM DOCUMENTS** and any **RULES AND REGULATIONS** of the **ASSOCIATION**, the **ASSOCIATION**, through the **BOARD**, shall have the right to assess the **UNIT OWNER** and the **UNIT** for the sums necessary to do the work required to effect compliance and to collect, and enforce the collection of, a **Special ASSESSMENT** therefor as provided in this **DECLARATION OF CONDOMINIUM**. In addition, the **ASSOCIATION** shall have the right, for the **ASSOCIATION** and for the employees and agents of the **ASSOCIATION**, to enter the **UNIT** of an **OWNER** and perform the necessary work to effect compliance.

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

16.04. No Waiver of Rights. The failure of the **ASSOCIATION** or any **UNIT OWNER** to enforce any covenant, restriction or other provision of the **ACT**, the **CONDOMINIUM DOCUMENTS**, or any **RULES AND REGULATIONS** adopted pursuant thereto shall not constitute a waiver of the right to do so.

GENERAL PROVISIONS PERTAINING TO MORTGAGES

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

- A. Any condemnation or casualty loss that affects either a material portion of the project or the **UNIT** securing its mortgage.
- B. Any **sixty (60) day** delinquency in the payment of **ASSESSMENTS** or charges owed by the **OWNER** of any **UNIT** on which it holds the mortgage.
- C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the **ASSOCIATION**.

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

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

TERMINATION

18. The termination of the **CONDOMINIUM** may be effected in accordance with the provisions of the **ACT** and by agreement of **UNIT OWNERS** of **UNITS** to which at least **ninety percent (90%)** of the votes in the **ASSOCIATION** are allocated. The agreement shall be evidenced by a written instrument executed in the manner required for a deed and recorded in the public records of **Baldwin County, Alabama**. After termination of the **CONDOMINIUM** the **UNIT OWNERS** shall own the **CONDOMINIUM PROPERTY** and all assets of the **ASSOCIATION** as tenants in common in undivided shares.

COVENANT AGAINST PARTITION

19. There shall be no judicial or other partition of the **CONDOMINIUM PROPERTY** or any part thereof, nor shall **DECLARANT** or any **PERSON** acquiring any interest in the **PROPERTY** or any part thereof seek any such partition unless the **PROPERTY** has been removed from the provisions of the **ACT**.

MISCELLANEOUS

20.01. **Intent.** It is the intent of the **DECLARANT** to create a **CONDOMINIUM** pursuant to the **ACT**. In the event that the **CONDOMINIUM** created by this **DECLARATION OF CONDOMINIUM** shall fail in any respect to comply with the **ACT**, then the common law as the same exists on the filing date of this **DECLARATION OF CONDOMINIUM** shall control, and the **CONDOMINIUM** hereby created shall be governed in accordance with the Laws of the **State of Alabama**, the **BY-LAWS**, the **ARTICLES** and all other instruments and Exhibits attached to or made a part of this **DECLARATION OF CONDOMINIUM**.

20.02. **Covenants, Conditions and Restrictions.** All provisions of the **CONDOMINIUM DOCUMENTS** shall, to the extent applicable and unless otherwise expressly therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of the **CONDOMINIUM DOCUMENTS** shall be binding on and inure to the benefit of any **OWNER** of all or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representative, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All **UNIT OWNERS** and **OCCUPANTS** shall be subject to and shall comply with the provisions of the **CONDOMINIUM DOCUMENTS** and any **RULES AND REGULATIONS** promulgated under the **CONDOMINIUM DOCUMENTS**.

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20.03. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this **DECLARATION OF CONDOMINIUM**, the **ARTICLES**, the **BY-LAWS**, any **RULES AND REGULATIONS** of the **ASSOCIATION** promulgated pursuant thereto, and any Exhibits attached hereto, as the same may be amended from time to time, or the **ACT**, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion thereof.

20.04. Notice. The following provisions shall govern the construction of the **CONDOMINIUM DOCUMENTS**, except as may be specifically provided to the contrary in this **DECLARATION OF CONDOMINIUM**: All notices required or desired under the **CONDOMINIUM DOCUMENTS** to be sent to the **ASSOCIATION** shall be sent certified mail, return receipt requested, to the **Secretary** of the **ASSOCIATION**, at such address as the **ASSOCIATION** may designate from time to time by notice in writing to all **UNIT OWNERS**. Except as provided specifically to the contrary in the **ACT**, all notices to any **UNIT OWNER** shall be delivered in person or sent by first class mail to the address of such **UNIT OWNER** at the **CONDOMINIUM**, or to such other address as he or she may have designated from time to time, in a writing to the **ASSOCIATION**. Proof of such mailing or personal delivery to a **UNIT OWNER** by the **ASSOCIATION** may be provided by the affidavit of the **PERSON** or by a post office certificate of mailing. All notices to the **ASSOCIATION** or a **UNIT OWNER** shall be deemed to have been given when delivered to the addressee in person or by a post office certificate of mailing.

20.05. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by the **CONDOMINIUM DOCUMENTS** or any **RULES AND REGULATIONS** adopted pursuant to such documents, such dispute or litigation shall be governed by the Laws of the State of Alabama.

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

20.07. Ratification. Each **UNIT OWNER**, by reason of having acquired ownership of said **CONDOMINIUM UNIT**, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of the **CONDOMINIUM DOCUMENTS** and any **RULES AND REGULATIONS** promulgated pursuant to this **DECLARATION OF CONDOMINIUM** are fair and reasonable in all material respects.

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

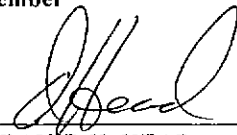
20.09. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a **UNIT OWNER**, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the Court.

IN WITNESS WHEREOF, FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, has caused this instrument to be executed on the day first above written.

FORT MORGAN PARADISE JOINT VENTURE,
an Alabama Partnership

BY: HEAD (H/M) II, L.L.C., an
Alabama Limited Liability
Company
Its: Partner

BY: HEAD (H/M), L.L.C., an
Alabama Limited Liability
Company
Its: Member

BY: 

DAVID H. HEAD
Its: Manager

BY: YATES L.L.C., an Alabama
Limited Liability Company
Its: Partner

BY: 

MARVIN BLANKS
Its: Manager

STATE OF ALABAMA :

COUNTY OF BALDWIN :

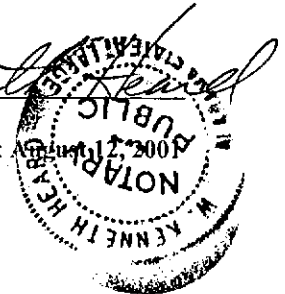
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that DAVID H. HEAD, whose name as Member of HEAD (H/M), L.L.C., an Alabama Limited Liability Company, acting in its capacity as a Member of HEAD (H/M) II, L.L.C., an Alabama Limited Liability Company, acting in its capacity as a Partner of FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, 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, as such Member and with full authority, executed the same voluntarily for and as the act of said HEAD (H/M), L.L.C., an Alabama Limited Liability Company, acting in its capacity as a Member of HEAD (H/M) II, L.L.C. an Alabama Limited Liability Company, acting in its capacity as a Partner of FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership

Given under my hand and seal this 13th day of May, 1998.



NOTARY PUBLIC

My Commission Expires: August 2, 2000



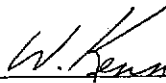
MISC0095 REC 1610

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **MARVIN BLANKS**, whose name as **Manager** of **YATES L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Partner** of **FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership**, 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, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **YATES L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Partner** of **FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership**.

Given under my hand and seal this **13th** day of **May**, 1998.


NOTARY PUBLIC

My Commission Expires: August 12, 2000



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THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P.C.
Attorney at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555

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EXHIBIT "A"

**Attached hereto and made a part of the
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM**

PROPERTY DESCRIPTION

LOT 6, THE BEACH CLUB, a Subdivision, as per PLAT thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide 1714-A and Slide 1714-B.

LESS AND EXCEPT the exclusive rights and exclusive easements reserved to the DECLARANT, the successors and assigns of DECLARANT, and granted to others and referred to as the EXCLUSIVE PERPETUAL EASEMENT in the DECLARATION.

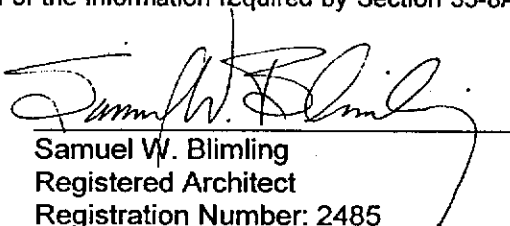
The right of access of each UNIT OWNER to his or her UNIT is subject to the exclusive right of other parties to use the property described in the EXCLUSIVE PERPETUAL EASEMENT. The EXCLUSIVE PERPETUAL EASEMENT reserves to DECLARANT and grants to other parties the exclusive perpetual right and easement to use the property described in the EXCLUSIVE PERPETUAL EASEMENT and UNIT OWNERS may not have the right to use said property. See the terms, conditions and provisions of the DECLARATION pertaining to the EXCLUSIVE PERPETUAL EASEMENT for a more detailed explanation of the matters set out in this paragraph.

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p. o. box 1395
1077 highway 98
destin, florida 32540-1395

CERTIFICATION

I, the undersigned, SAMUEL W. BLIMLING, a registered architect in the State of Alabama, Number 2485, hereby certify that the PLANS labeled EXHIBIT "B", Pages 1 through 59 inclusive, attached to and made a part of the DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, a Condominium, show the layout, location, UNIT numbers and dimensions of the UNITS and the improvements. I further certify that the PLANS show the dimensions of the improvements and the UNITS "as built" and that the improvements shown on the PLANS are substantially complete. I further certify that the PLANS contain all of the information required by Section 35-8A-209 Code of Alabama (1975).


Samuel W. Blimling
Registered Architect
Registration Number: 2485

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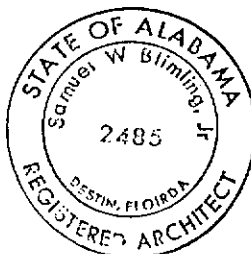
Date: May 18, 1998

SUBSCRIBED AND SWORN to
before me this the 18th day
of May, 1998.



NANCY A FAULK
My Commission CC382269
Expires Jun. 13, 1998
Bonded by HAI
800-422-1555


NOTARY PUBLIC
State at Large
My Commission Expires:

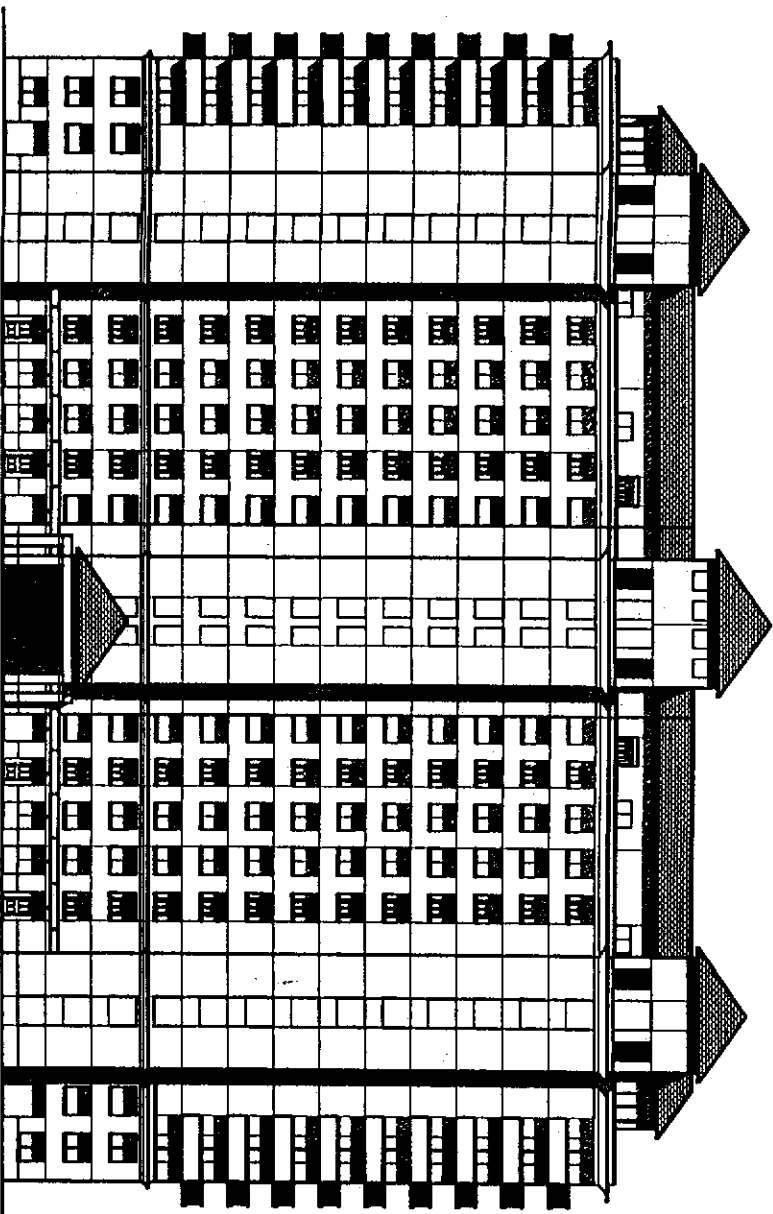


dag architects

850-837-8152
850-654-4276 (fax)
dagarchs@emeraldcoast.com

INDEX TO EXHIBIT "B"

PAGE	SHEET DESCRIPTION
1	COVER SHEET AND INDEX
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30	UNIT "B" FLOOR PLAN LEVELS 5-11 ONLY
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32	UNIT "C" FLOOR PLAN LEVEL 1 ONLY
33	UNIT "C" REVERSED FLOOR PLAN LEVEL 1 ONLY
34	UNIT "C" FLOOR PLAN LEVELS 2-3 ONLY
35	UNIT "C" REVERSED FLOOR PLAN LEVELS 2-3 ONLY
36	UNIT "C" FLOOR PLAN LEVEL 4 ONLY
37	UNIT "C" REVERSED FLOOR PLAN LEVEL 4 ONLY
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39	UNIT "C" REVERSED FLOOR PLAN LEVELS 5-9 ONLY
40	UNIT "C" FLOOR PLAN LEVEL 10 ONLY
41	UNIT "C" REVERSED FLOOR PLAN LEVEL 10 ONLY
42	UNIT "C" FLOOR PLAN LEVELS 11-13 ONLY
43	UNIT "C" REVERSED FLOOR PLAN LEVELS 11-13 ONLY
44	UNIT "C" FLOOR PLAN LEVEL 14 ONLY
45	UNIT "C" REVERSED FLOOR PLAN LEVEL 14 ONLY
46	UNIT "C" FLOOR PLAN LEVELS 15-9 ONLY
47	UNIT "C" REVERSED FLOOR PLAN LEVELS 15-9 ONLY
48	UNIT "C" FLOOR PLAN LEVELS 10 ONLY
49	UNIT "C" REVERSED FLOOR PLAN LEVELS 10 ONLY
50	UNIT "C" FLOOR PLAN LEVEL 11 ONLY
51	UNIT "C" REVERSED FLOOR PLAN LEVEL 11 ONLY
52	UNIT "C" FLOOR PLAN LEVELS 12-13 ONLY
53	UNIT "C" REVERSED FLOOR PLAN LEVELS 12-13 ONLY
54	UNIT "C" FLOOR PLAN PERIMETER LEVEL
55	UNIT "C" REVERSED FLOOR PLAN PERIMETER LEVEL
56	UNIT "C" FLOOR PLAN PERIMETER LEVEL
57	UNIT "C" REVERSED FLOOR PLAN PERIMETER LEVEL
58	UNIT "C" FLOOR PLAN LEVELS 2 & 3 ONLY
59	UNIT "C" REVERSED FLOOR PLAN LEVELS 2 & 3 ONLY



COVER SHEET AND INDEX

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

daa

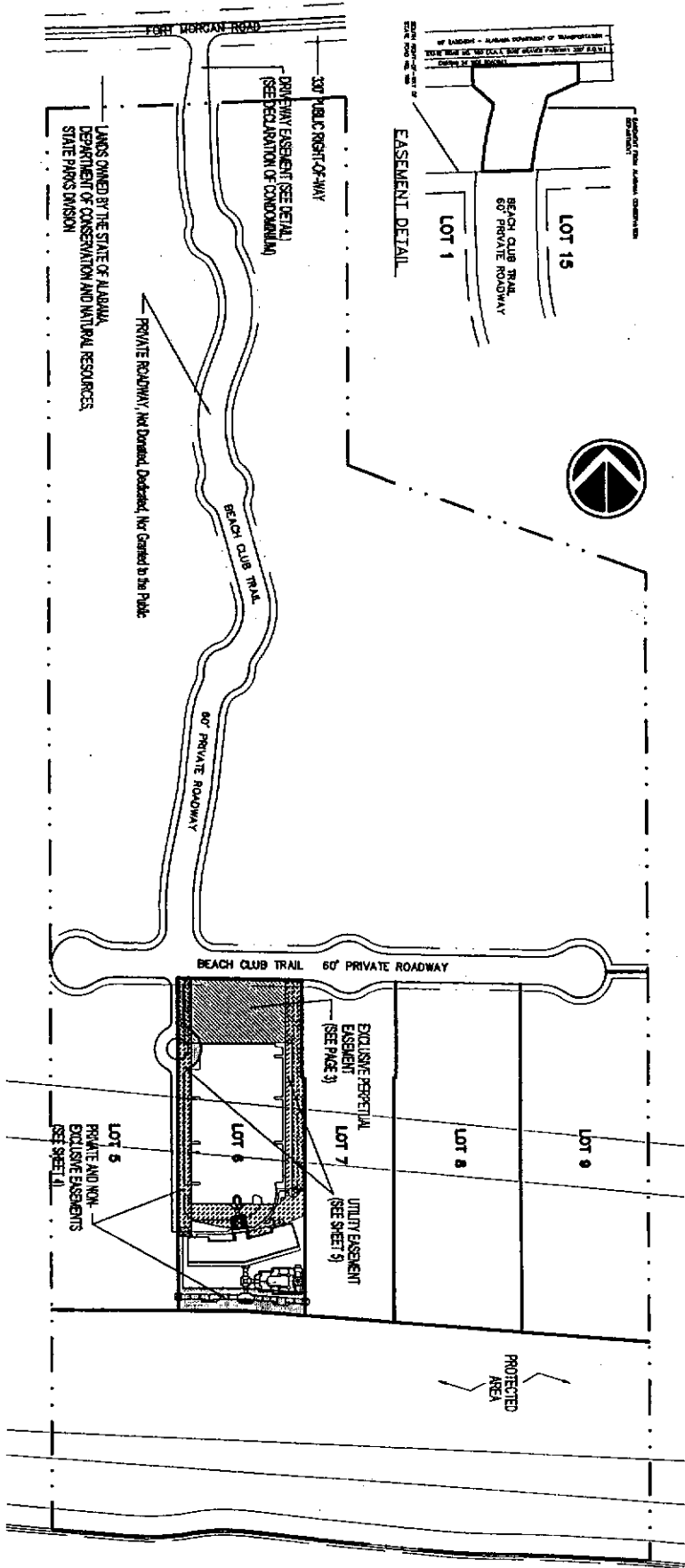
deg architects, inc.
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8077 Hwy 90 South, # 20541 Iva 904-664-4278

DAVID
VOLKERT
& ASSOCIATES, INC.
Architects
Planners

Exhibit "B" Page 1
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

NOTE: SEE ARTICLE I OF THE MASTER DECLARATION FOR THE PROVISIONS PERTAINING TO THE NON-EXCLUSIVE PERPETUAL ALLEVIABLE AND RELEASE RIGHTS & EASEMENTS RESERVED TO FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP. ALL OF LOT 15 IS SUBJECT TO THE PROVISIONS OF THE MASTER DECLARATION.

MISC 00395 PAGE 1615



BEACH CLUB PARCEL 6, A CONDOMINIUM FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP

GULF OF MEXICO

SITE ACCESS PLAN

NOTE: FOR ALL EXCLUSIVE PERPETUAL EASEMENT, PRIVATE AND NON-EXCLUSIVE EASEMENT AND UNITARY EASEMENT INFORMATION SEE SHEET 9, PAGES 3, 11, 15

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "X" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

SEE SHEET "A" ATTACHED TO THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM, FOR A DESCRIPTION OF THE CONDOMINIUM PROPERTY.

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520 BAY STREET, SUITE 200, ALBANY, AL 36807

EXHIBIT "B" PAGE 2

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



UTILITY EASEMENTS AS SHOWN IN
REAL PROPERTY BOOK 742, PAGES 264-267 AND
REAL PROPERTY BOOK 726, PAGES 1122-1123
PRIVATE RESERVE, BALDWIN COUNTY, ALABAMA

BEACH CLUB TRAIL 60' PRIVATE ROADWAY

NOTE: SEE ARTICLE I OF THE MASTER DECLARATION FOR THE PROVISIONS PERTAINING TO THE NON-EXCLUSIVE
PERPETUAL ALLEVIANCE AND RELEASE RIGHTS & EASEMENTS RESERVED TO FORT MORGAN PARADISE JOINT
VENTURE, AN ALABAMA PARTNERSHIP. ALL OF LOT 6 IS SUBJECT TO THE PROVISIONS OF THE MASTER
DECLARATION.

LOT 7

LOT 6
PARKING AREA

4.93 ACRES +/-
PHYSICAL ADDRESS IS 8275 BEACH CLUB TRAIL

EXCLUSIVE PERPETUAL
EASEMENT

22 UNIT
CONDOMINIUM

PROTECTED AREA

MISC 00035 PAGE 1616

BEACH CLUB PARCEL 6, A CONDOMINIUM FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE "7" AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATION RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

SITE PLAN EXCLUSIVE PERPETUAL EASEMENT

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3500 GULF SHORES PARKWAY, GULF SHORES, AL 36517

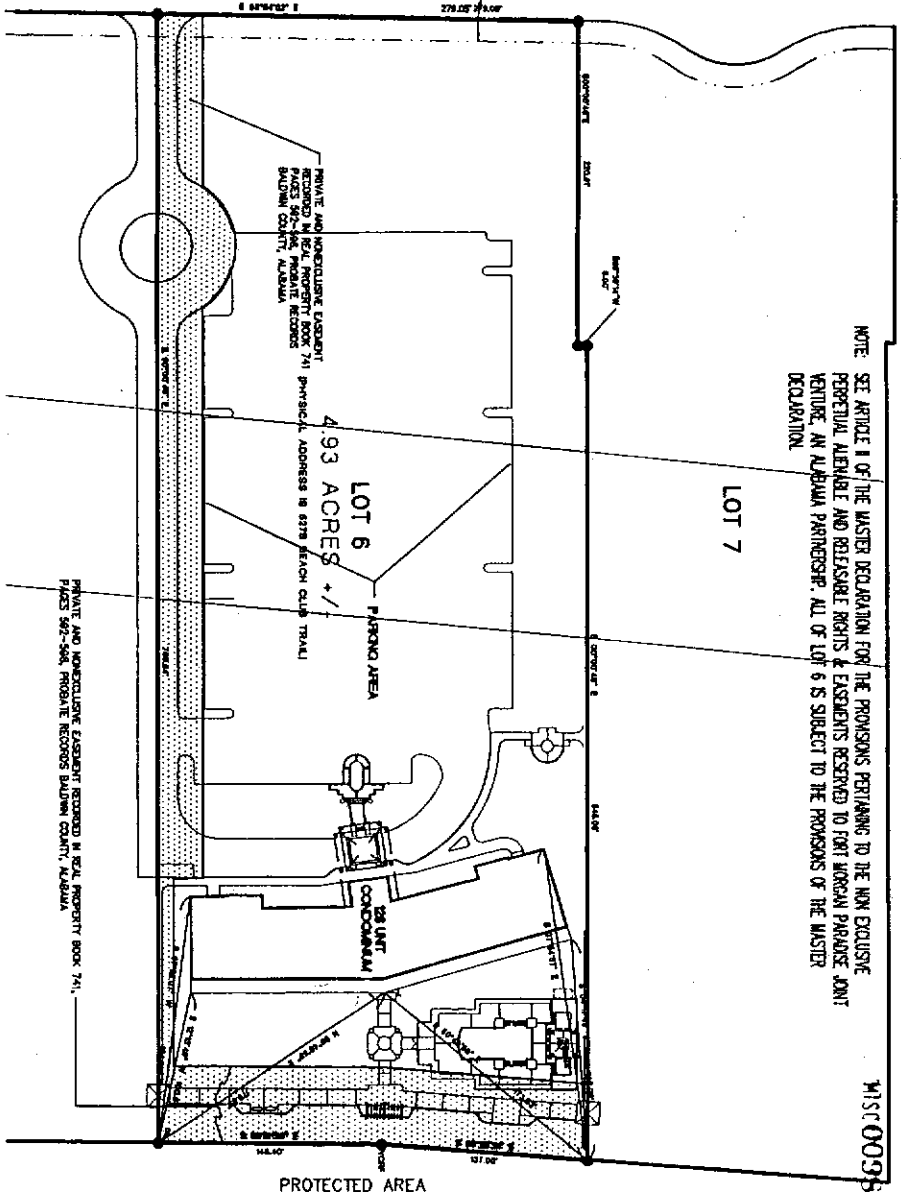
EXHIBIT "B" PAGE 3

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



UTILITY EASEMENTS AS SHOWN IN
REAL PROPERTY BOOK 741, PAGES 284-287 AND
REAL PROPERTY BOOK 738, PAGES 112-113
PRIVATE RECORDS, BALTIMORE COUNTY, ALABAMA

BEACH CLUB TRAIL 60' PRIVATE ROADWAY



NOTE: SEE ARTICLE I OF THE MASTER DECLARATION FOR THE PROVISIONS PERTAINING TO THE NON-EXCLUSIVE PERPETUAL ALIENABLE AND RELEASEABLE RIGHTS & EASEMENTS RESERVED TO FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP. ALL OF LOT 6 IS SUBJECT TO THE PROVISIONS OF THE MASTER DECLARATION.

MISC 0038 Page 1617

BEACH CLUB PARCEL 6, A CONDOMINIUM FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE 17 AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DEED RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

SITE PLAN PRIVATE AND NON-EXCLUSIVE EASEMENT

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350 SIXTH AVENUE, SUITE 2000, NEW YORK, N.Y. 10014

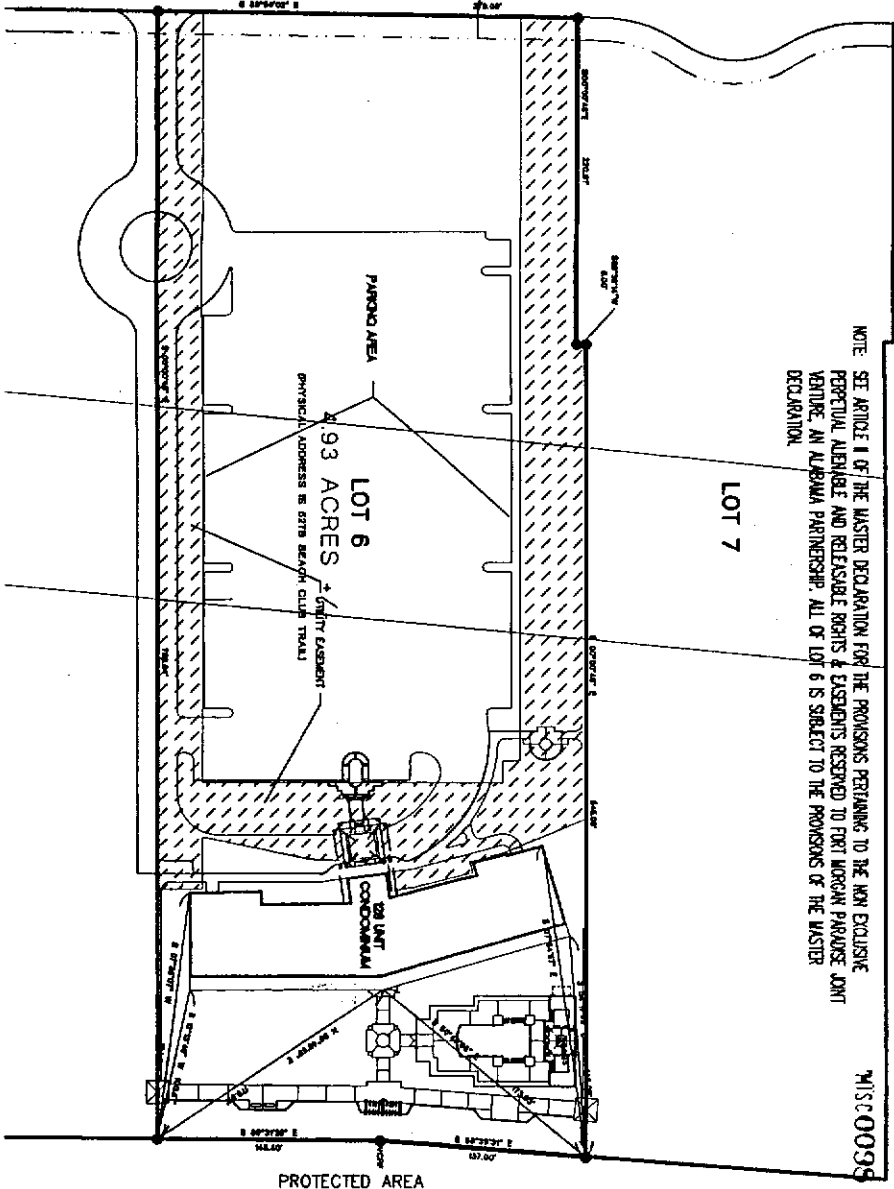
EXHIBIT "B" PAGE 4

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



UTILITY EASEMENTS AS SHOWN ON
REAL PROPERTY BOOK 742, 284-287 AND
REAL PROPERTY BOOK 742, 284-287
PRIVATE RESERVE, BALDWIN COUNTY, ALABAMA

BEACH CLUB TRAIL 60' PRIVATE ROADWAY



NOTE: SEE ARTICLE I OF THE MASTER DECLARATION FOR THE PROVISIONS PERTAINING TO THE NON-ENCLOSURE OF THE PARKING AREA AND THE RELEASE OF THE EASEMENTS RESERVED TO FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP. ALL OF LOT 6 IS SUBJECT TO THE PROVISIONS OF THE MASTER DECLARATION.

MISC00098 PAGE 1615

BEACH CLUB PARCEL 6, A CONDOMINIUM FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE "X" AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

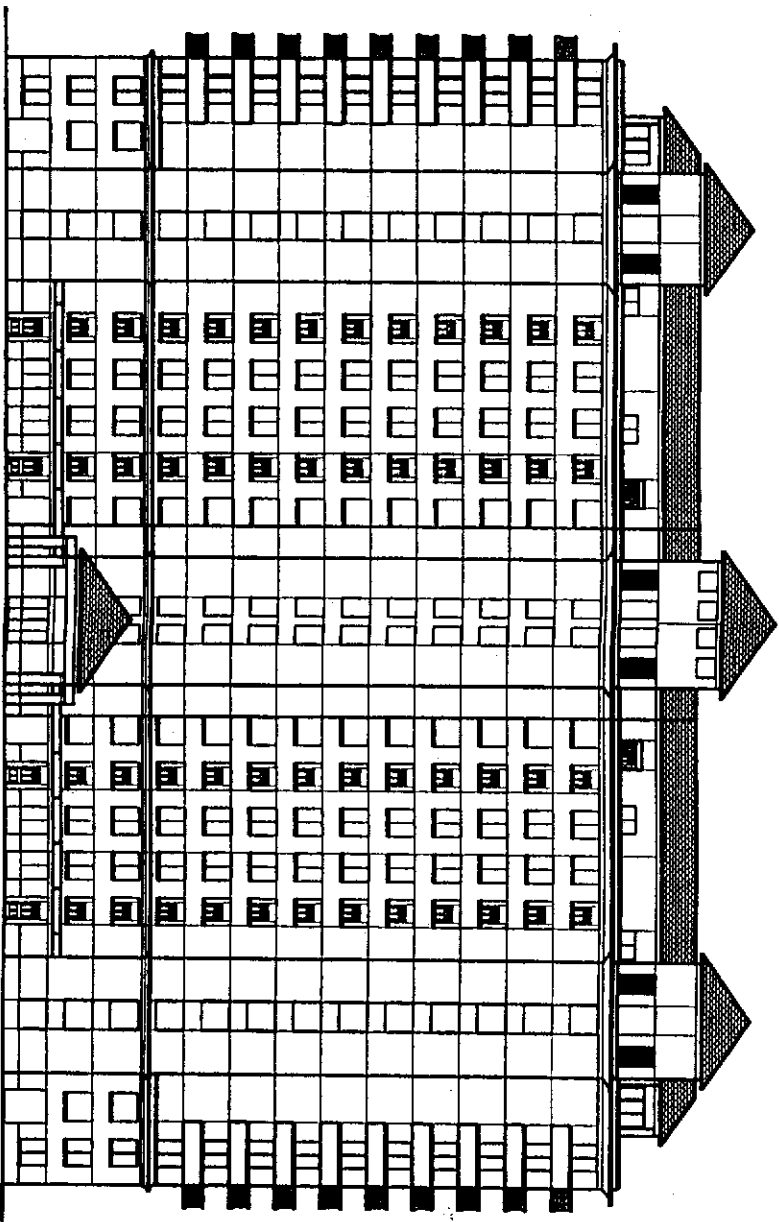
ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DEED AVANT RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

SITE PLAN UTILITY EASEMENT

DAVID
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Engineers Architects Planners
300 GOLF SQUARE PARKWAY, GOLF SQUARE, N. 35647

EXHIBIT "B" PAGE 5

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



	FLOOR ELEVATIONS	CEILING ELEVATIONS FOYER/LOBBY/BATH	CEILING ELEVATIONS LIVING/BEDROOM	CEILING ELEVATIONS UTILITY ROOM
FOYER FLOOR	0.00	0.00	0.00	0.00
1ST FLOOR	0.00	0.00	0.00	0.00
2ND FLOOR	0.00	0.00	0.00	0.00
3RD FLOOR	0.00	0.00	0.00	0.00
4TH FLOOR	0.00	0.00	0.00	0.00
5TH FLOOR	0.00	0.00	0.00	0.00
6TH FLOOR	0.00	0.00	0.00	0.00
7TH FLOOR	0.00	0.00	0.00	0.00
8TH FLOOR	0.00	0.00	0.00	0.00
9TH FLOOR	0.00	0.00	0.00	0.00
10TH FLOOR	0.00	0.00	0.00	0.00
11TH FLOOR	0.00	0.00	0.00	0.00
12TH FLOOR	0.00	0.00	0.00	0.00
13TH FLOOR	0.00	0.00	0.00	0.00
ROOF FLOOR	0.00	0.00	0.00	0.00

14 STORY FRONT ELEVATION

0' 4' 8' 12' 16' 20' 24' 28' 32' 36' 40'

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P.O. Box 1385 Mobile, AL 36688 904-437-4352
1077 Hwy 90 South, # 12041 Mobile, AL 36688-4375

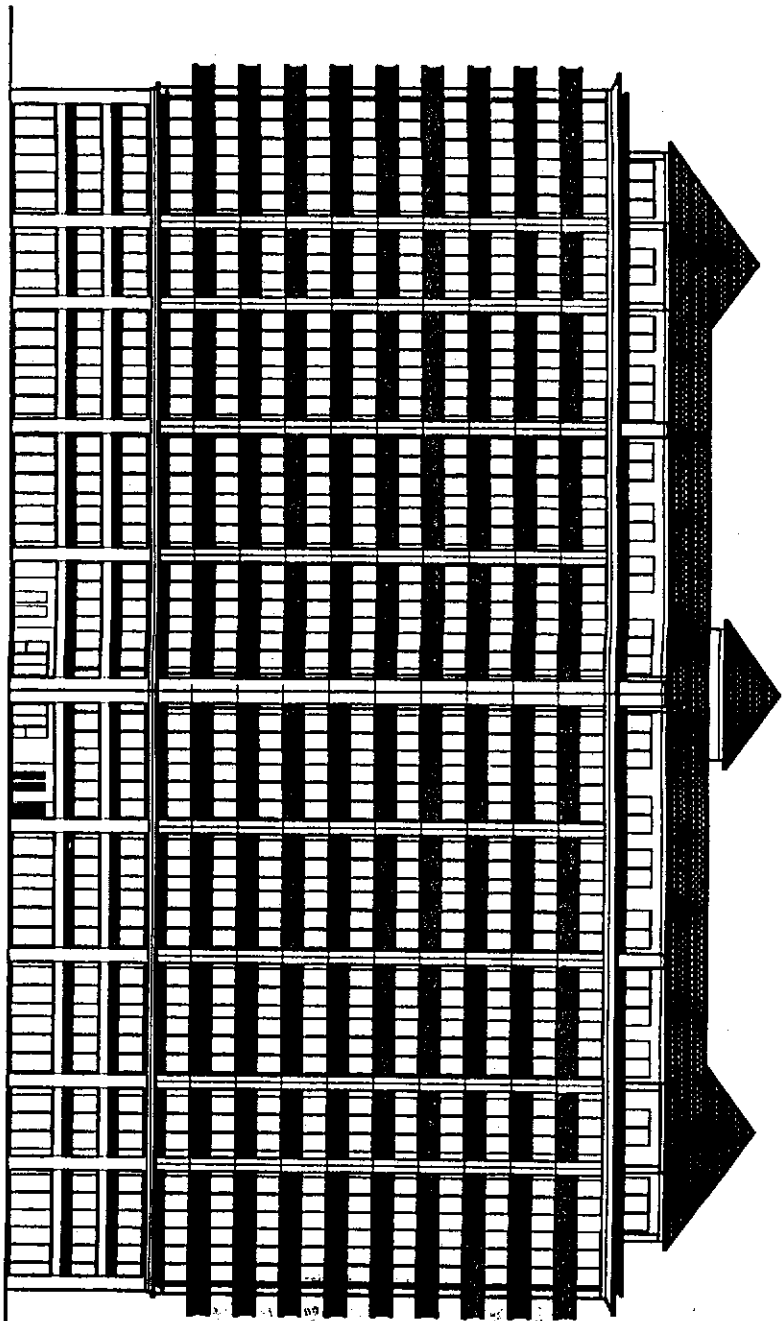


BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

NOTES:
THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE "C" AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATION RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

EXHIBIT "B" PAGE 6
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



FLOOR ELEVATIONS			
	CEILING ELEVATION	FLOOR TO CEILING	CEILING ELEVATION
			LIVING/REAR PORCH
			CEILING ELEVATION
			UTILITY ROOM
PARKING FLOOR	10.00	10.00	10.00
THIRTEENTH FLOOR	10.00	10.00	10.00
TWELFTH FLOOR	10.00	10.00	10.00
ELEVENTH FLOOR	10.00	10.00	10.00
TENTH FLOOR	10.00	10.00	10.00
NINTH FLOOR	10.00	10.00	10.00
EIGHTH FLOOR	10.00	10.00	10.00
SEVENTH FLOOR	10.00	10.00	10.00
SIXTH FLOOR	10.00	10.00	10.00
FIFTH FLOOR	10.00	10.00	10.00
FOURTH FLOOR	10.00	10.00	10.00
THIRD FLOOR	10.00	10.00	10.00
SECOND FLOOR	10.00	10.00	10.00
FIRST FLOOR	10.00	10.00	10.00

14 STORY REAR ELEVATION

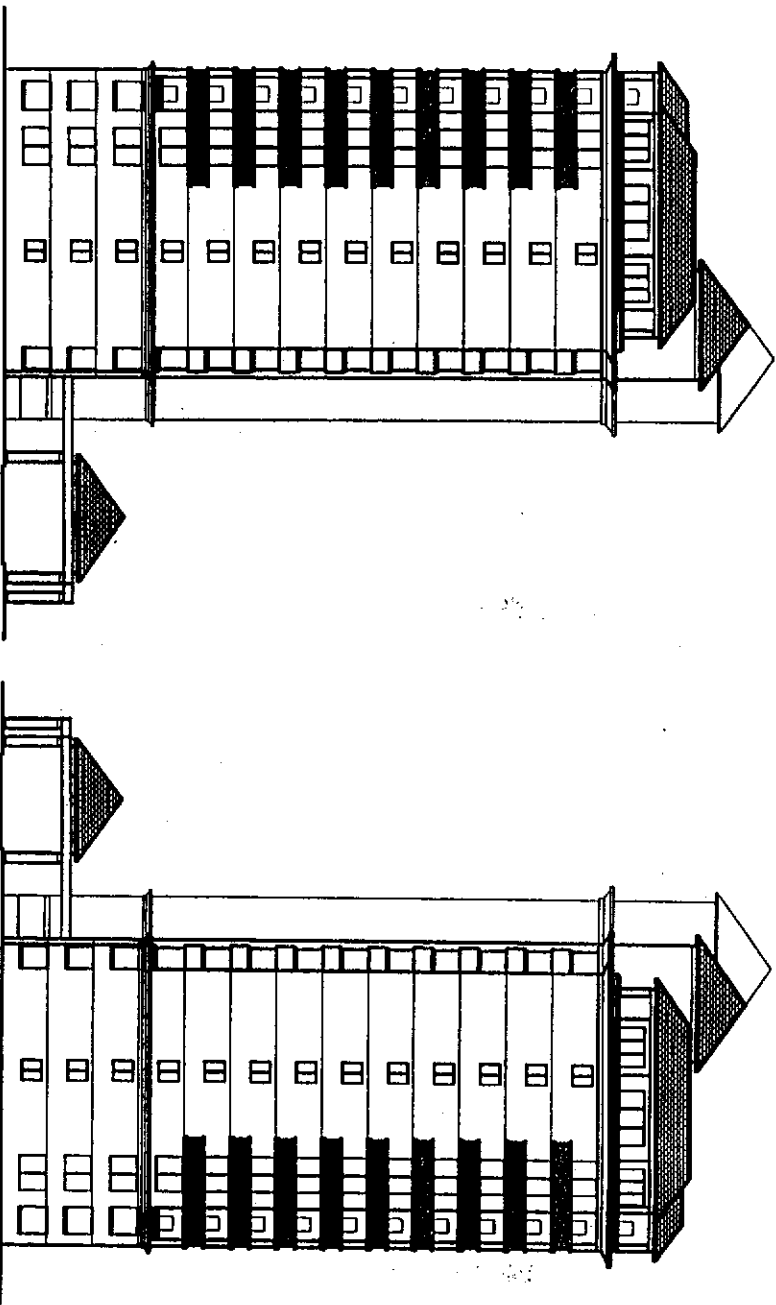
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fifteen bay mobile, al 36688
904-637-4776



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

NOTES:
THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
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DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.
ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATION RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

EXHIBIT "B" PAGE 7
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.



	FLOOR ELEVATION	CEILING ELEVATION FOYER/HITCH/BATH	CEILING ELEVATION LIVING/BEDROOM	CEILING ELEVATION UTILITY ROOM
FOURTEENTH FLOOR	10'-0"	9'-0"	9'-0"	9'-0"
THIRTEENTH FLOOR	9'-0"	8'-0"	8'-0"	8'-0"
TWELFTH FLOOR	8'-0"	7'-0"	7'-0"	7'-0"
ELEVENTH FLOOR	7'-0"	6'-0"	6'-0"	6'-0"
TENTH FLOOR	6'-0"	5'-0"	5'-0"	5'-0"
NINTH FLOOR	5'-0"	4'-0"	4'-0"	4'-0"
EIGHTH FLOOR	4'-0"	3'-0"	3'-0"	3'-0"
SEVENTH FLOOR	3'-0"	2'-0"	2'-0"	2'-0"
SIXTH FLOOR	2'-0"	1'-0"	1'-0"	1'-0"
FIFTH FLOOR	1'-0"	0'-0"	0'-0"	0'-0"
FOURTH FLOOR	0'-0"	-1'-0"	-1'-0"	-1'-0"
THIRD FLOOR	-1'-0"	-2'-0"	-2'-0"	-2'-0"
SECOND FLOOR	-2'-0"	-3'-0"	-3'-0"	-3'-0"
FIRST FLOOR	-3'-0"	-4'-0"	-4'-0"	-4'-0"
BASE FLOOR	-4'-0"	-5'-0"	-5'-0"	-5'-0"

14 STORY SIDE ELEVATIONS

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BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

NOTES:
THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE "V" AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

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ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATORY RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

EXHIBIT "B" PAGE 8
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

* LIMITED COMMON ELEMENT - LCE



MISC009S PAGE 1622

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

GROUND ENTRY LEVEL

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EXHIBIT 'B' PAGE 9

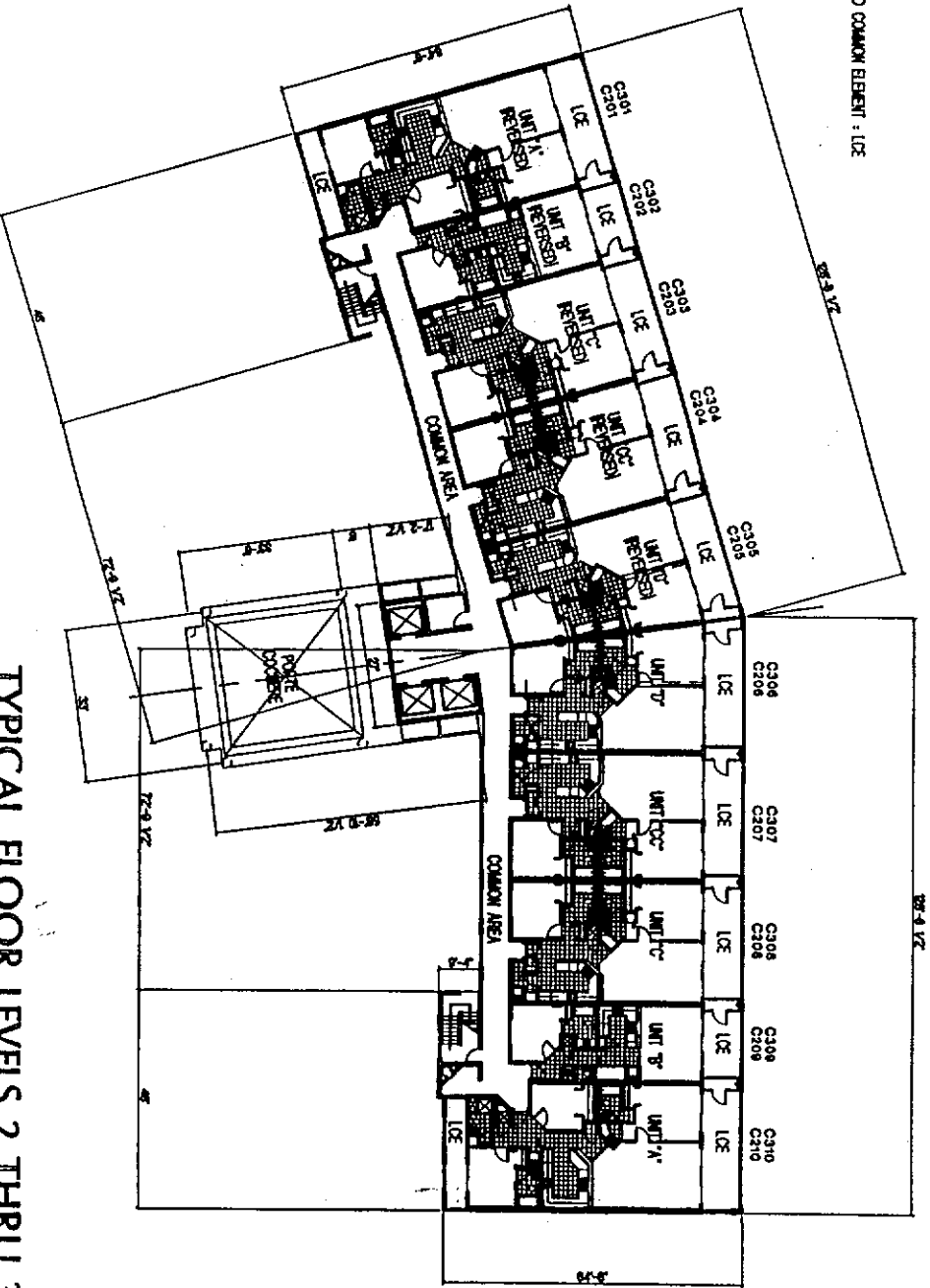
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

NOTES:

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DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

* LIMITED COMMON ELEMENT : LCE



TYPICAL FLOOR LEVELS 2 THRU 3

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



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P.O. Box 1396 Mobile, AL 36688-1396
205-833-1396 FAX 205-833-1397



EXHIBIT "B" PAGE 10

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

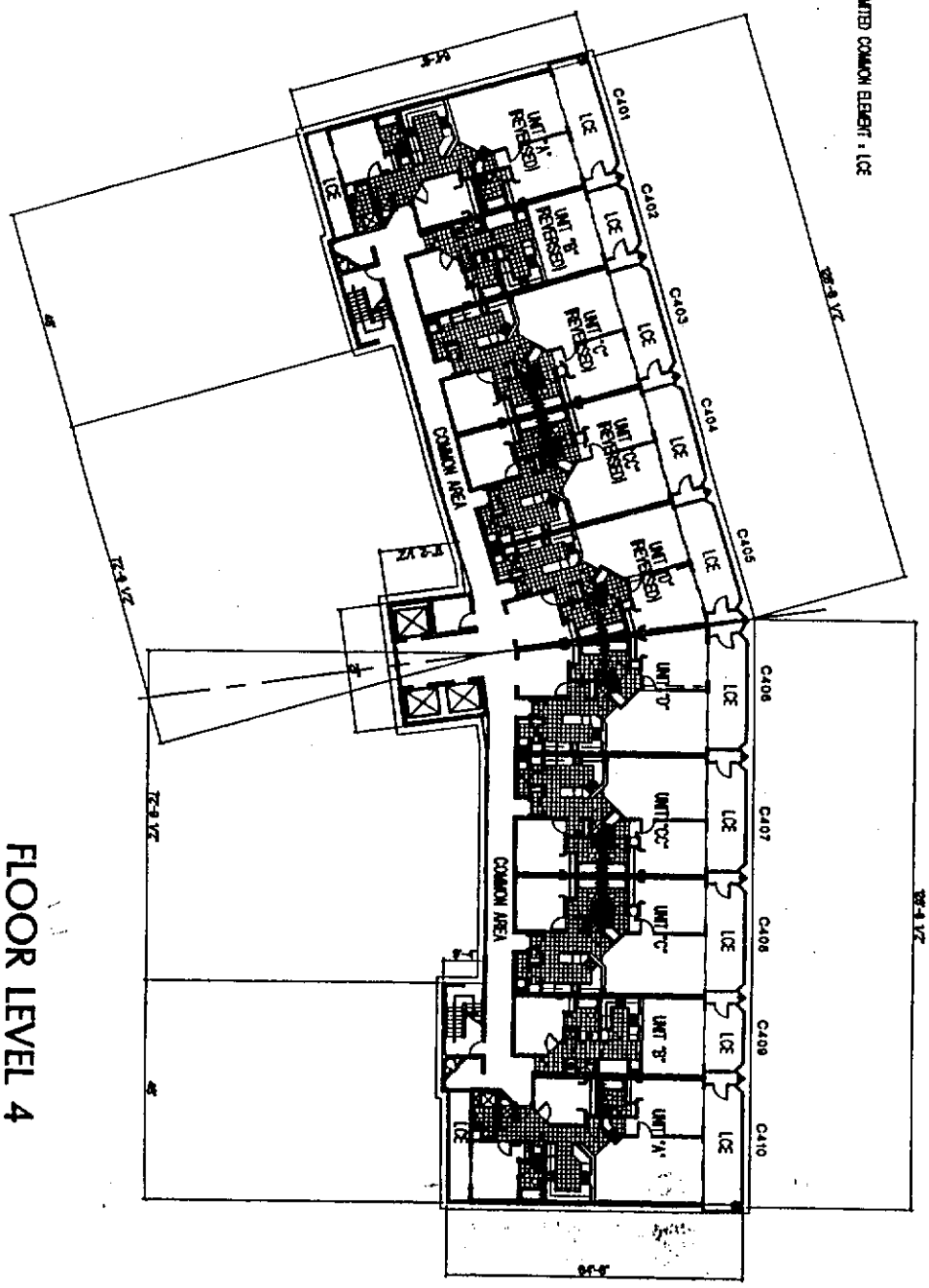
NOTES:

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ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATION RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

UNITED COMMON ELEMENT - UCE

WISC0096 PAGE 162-1



FLOOR LEVEL 4

NOTES:
THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

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Fort Morgan, Alabama 36426
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FAX 904-437-4433



EXHIBIT "B" PAGE 11

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

[illegible]

TYPICAL FLOOR LEVELS 5 THRU 17

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

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pa. box 336 dush, n 3540 904-637-8152
337 key st dush, n 3541 fax 904-654-4276

EXHIBIT "B" PAGE 12

MISC0098 PAGE 1626



TYPICAL CLUB FLOOR LEVELS 12 & 13

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

602

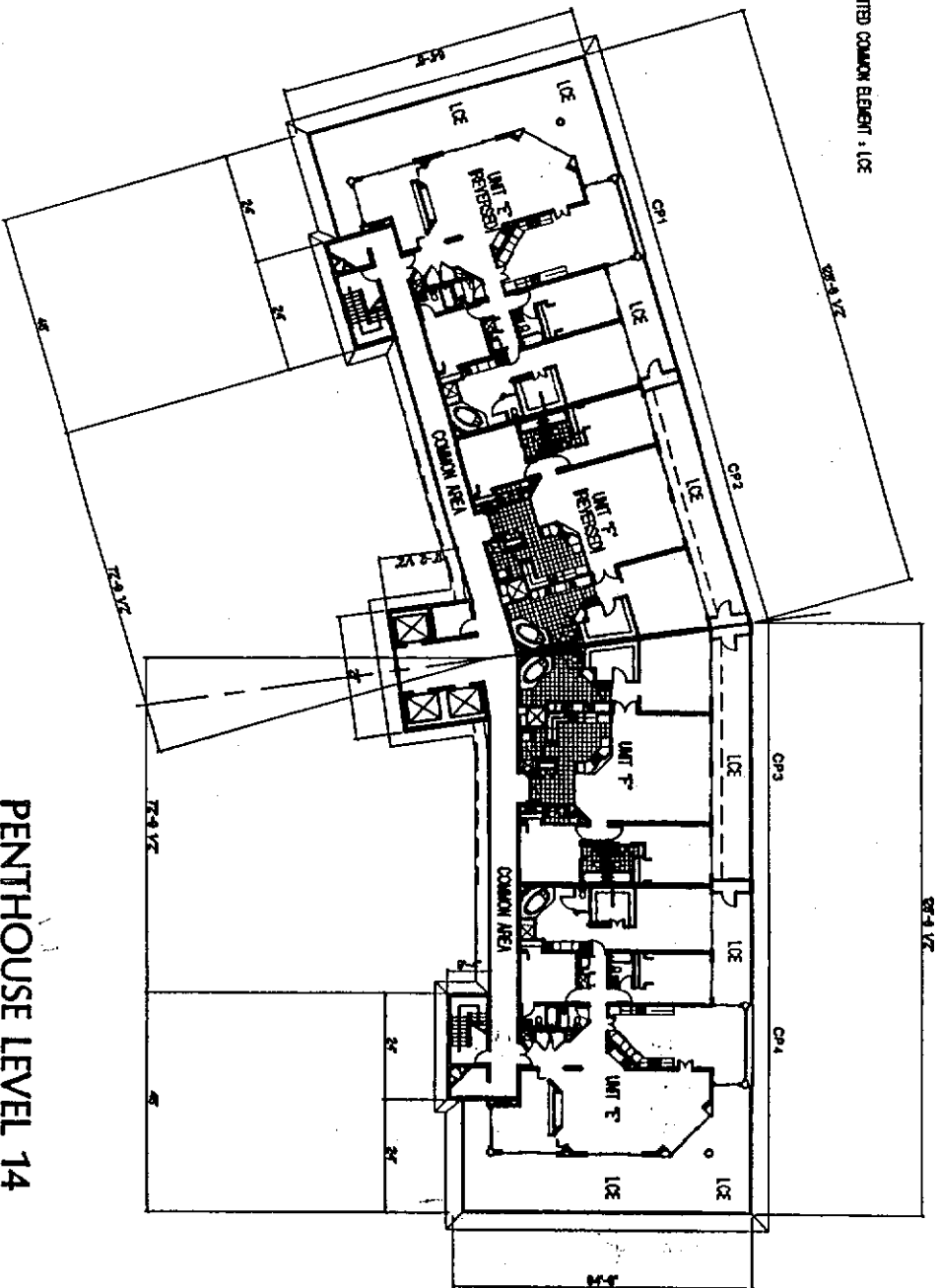
dag architects, inc.
p.a. box 0360 dallas, tx 75240 904-537-8163
877 buy 24 hours, n 126-61 fax 904-554-2786

EXHIBIT "B" PAGE 13

ATTACHED TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

WISC 009S PAGE 1627

• LIMITED COMMON ELEMENT: LCE



NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "X" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

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PENTHOUSE LEVEL 14

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

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904-437-4153
904-437-4154

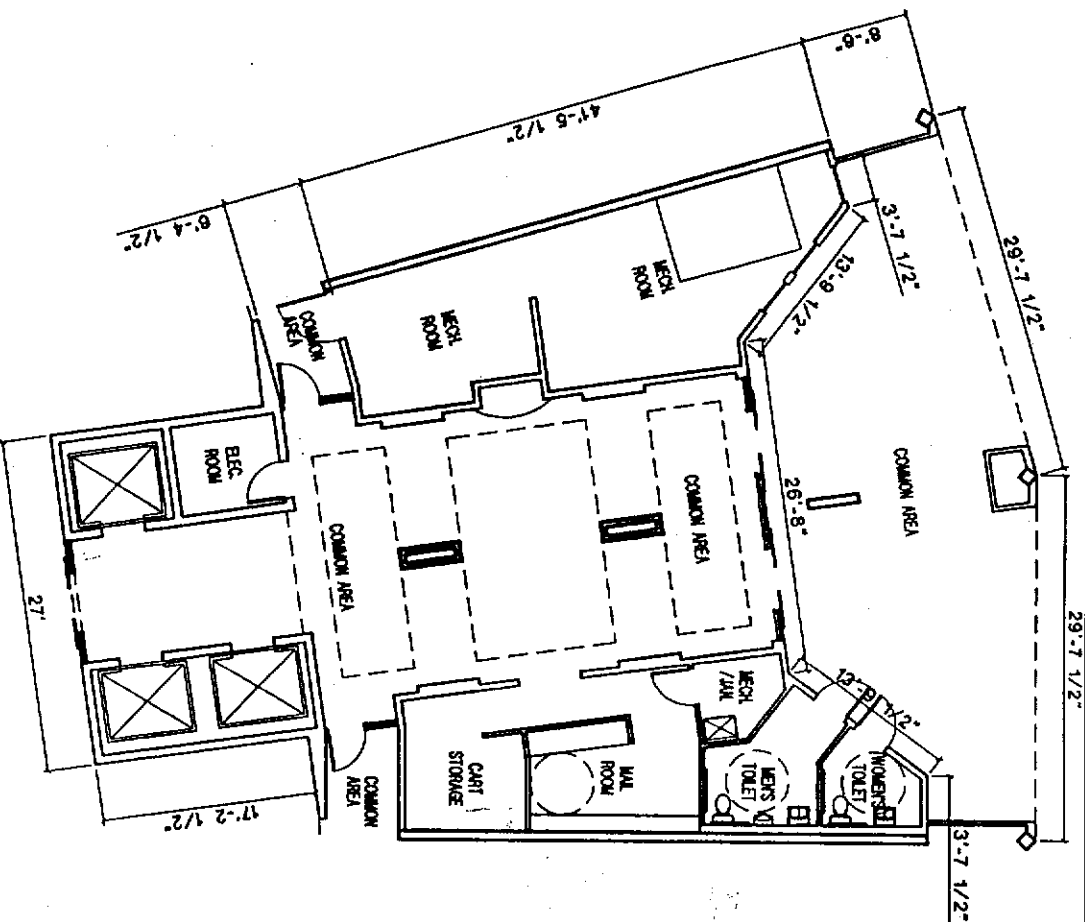
0' 4' 8' 12' 16' 20' 24' 28' 32' 36' 40'

dag

EXHIBIT "B" PAGE 14
ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC00368 PAGE 1626

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



0' 2' 4' 6' 8' 10' 12'

dag architects, inc.
P.O. Box 598, Mobile, AL 36682
907 787 8800, 8 334 511 Fax: 904-654-4778

030

EXHIBIT 'B' PAGE 15

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE
CONDOMINIUM PROPERTY AND ALL PROPOSED
STRUCTURES OF THE CONDOMINIUM ARE
LOCATED WITHIN FLOOD ZONE 'X' AS
DETERMINED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED
ON THE PLANS IS SUBJECT TO SPECIAL
DECLARATION RIGHTS AS SET OUT IN THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

LOBBY, MECH. SPACES,
AND OTHER COMMON AREAS

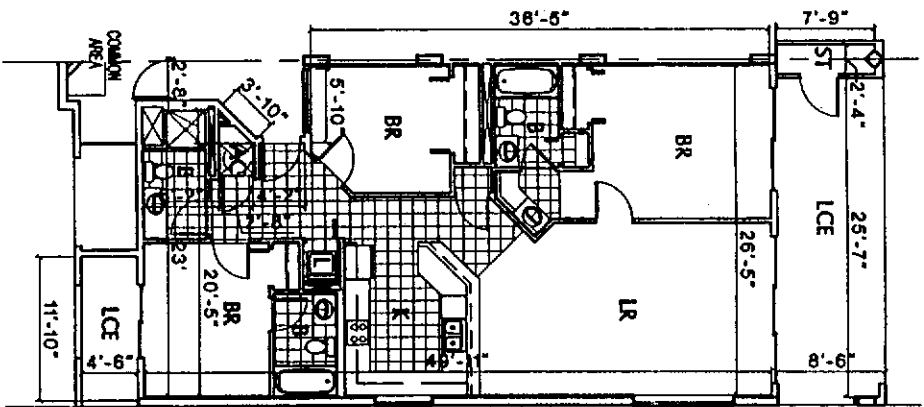
ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY INTENTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM OF HOUSING AND URBAN DEVELOPMENT.



UNIT "A" FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C710

INTERIOR AREA: 1,250 sqft.

MISC 0098 PAGE 1629

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dan architects, inc.
P.O. BOX 2295 SANTA, B 32540 904-437-4752
1077 Hwy 90 South, S 32541 fax 904-434-4775

DAN

EXHIBIT "B" PAGE 16
ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

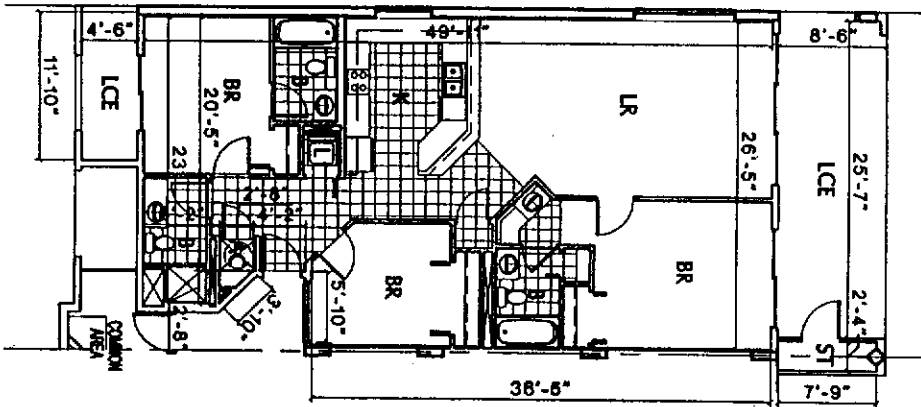
ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM



WISC 00096 PAGE 1630

UNIT "A" (REVERSED) FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C01

INTERIOR AREA: 1250 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

0' 4' 8' 12'

EXHIBIT "B" PAGE 17

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

dag architects, inc.
P.O. Box 605 Mobile, AL 36640 904-437-4182
1077 Bay 10 Mobile, AL 36641 Fax 904-664-4718

dag

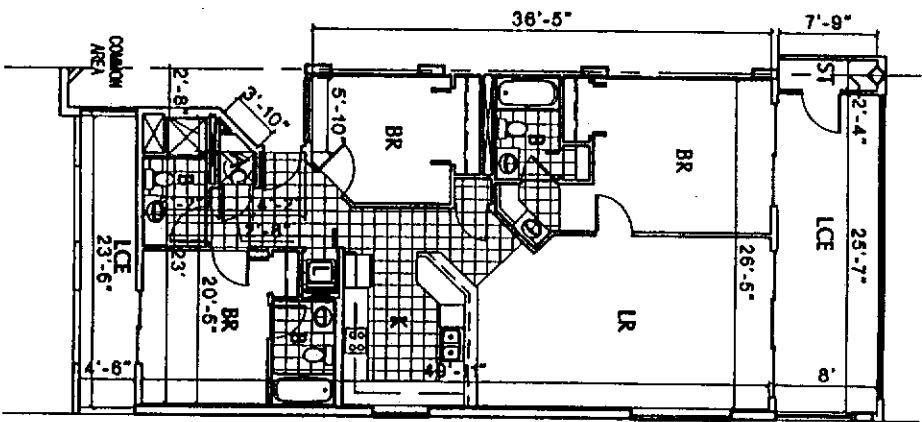
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "A" FLOOR PLAN

(LEVELS 2 - 3 ONLY)

UNITS: C710, C310

INTERIOR AREA: 1,250 sqft

MISC 0095 PAGE 1631

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
144 West 128th Avenue, # 125410 904-437-4152
8077 Hwy 90 South, # 125411 Tel. 904-664-4278

0' 1" 2" 4" 8" 16" 32'

EXHIBIT "B" PAGE 18

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

BBP

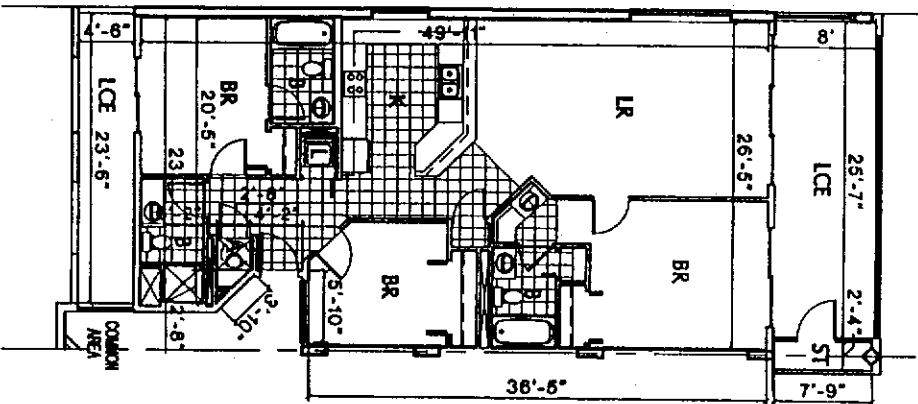
MISC0096 PAGE 1632

- AC • HVAC & WH. CLOSET
B • BATHROOM
BR • BEDROOM
K • KITCHEN
L • LAUNDRY ROOM
LR • LIVING ROOM
ICE • LIMITED COMMON ELEMENT
ST • STORAGE ROOM
(NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECUANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "A" (REVERSED) FLOOR PLAN

(LEVELS 2-3 ONLY)

UNITS: C201, C301

INTERIOR AREA: 1,250 sq.ft

**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

0748 16 24

EXHIBIT "B" PAGE 19

ATTACH TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

dag architects, inc.
p.o. box 1396 denville, nj 07834 904-837-8152
2077 bay 88 denville, nj 07834 fax: 904-834-4278

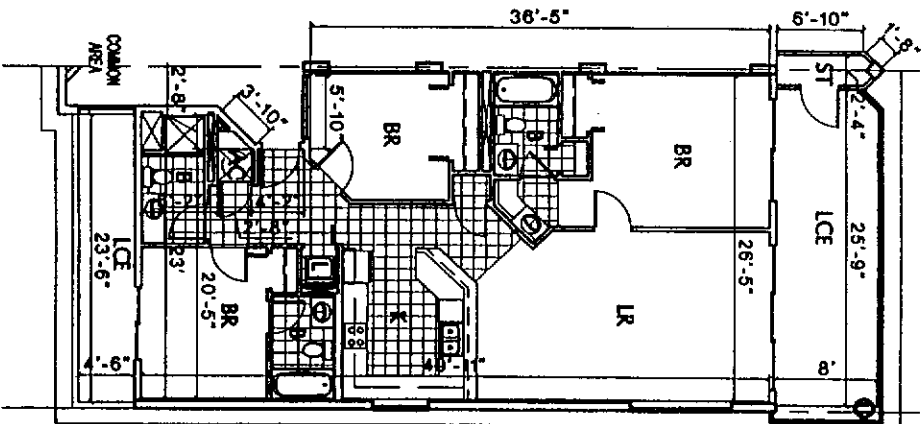
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "A" FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C410

INTERIOR AREA 1,250 sqft

WISC0096 PAGE 1633

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dog architects, inc.
P.O. Box 1305 Smith, IL 62540 804-437-4352
877 my dog Smith, IL 62541 fax 804-437-4375

dog

EXHIBIT "B" PAGE 20

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

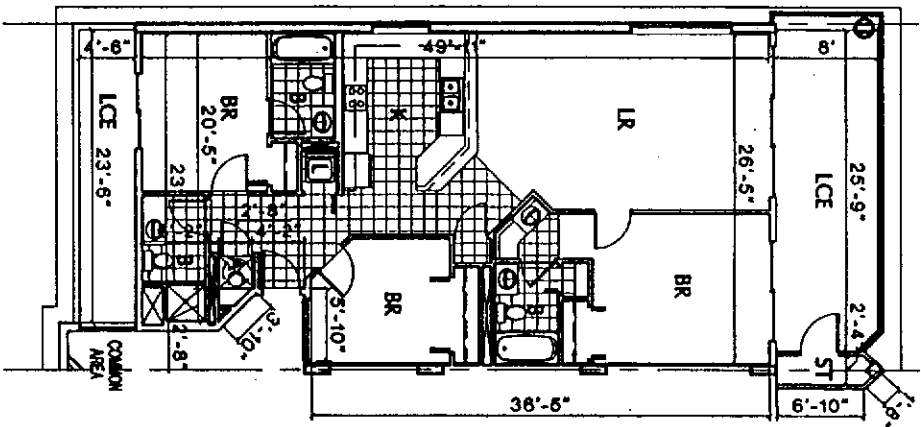
ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATION RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



WISC0098 PLOT 1634

UNIT "A" (REVERSED) FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C401

INTERIOR AREA: 1,250 sq.ft.

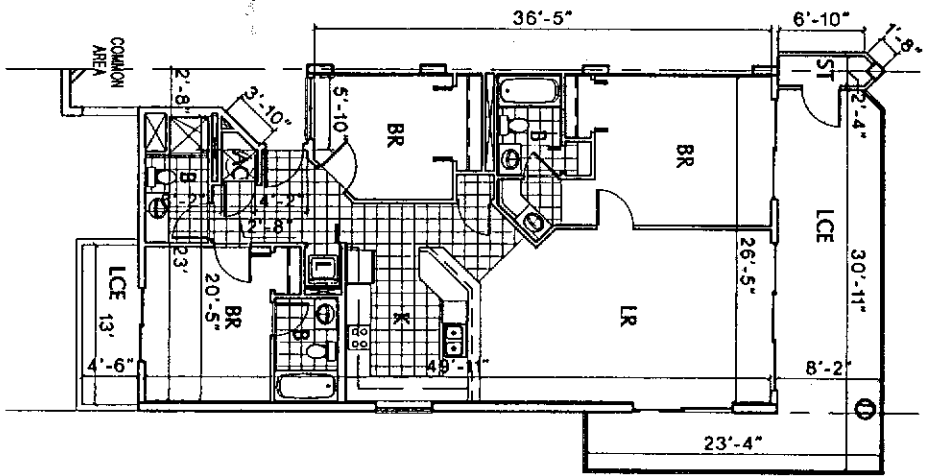
BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

daa architects, inc.
P.O. Box 605 North, Ft. 32540 904-437-4752
3077 Hwy. 90 North, Ft. 32541 Tel. 904-844-4776

EXHIBIT "B" PAGE 21

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

- ROOM NAME LEGEND:**
- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)



UNIT "A" FLOOR PLAN

(LEVELS 5 - 11 ONLY)

UNITS: C510, C610, C710, C810, C910, C1010, C1110
INTERIOR AREA: 1250 sqft

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE COMMON PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
p.o. box 1335 dadeville, il 62410 904-537-5152
1077 may 98 dadeville, il 62411 fax 904-684-4276



EXHIBIT "B" PAGE 22

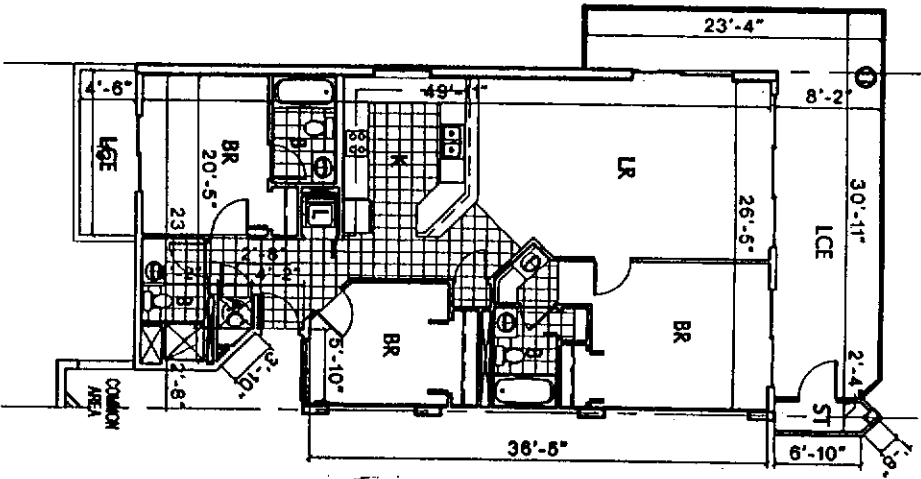
ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

AC - HVAC & WH. CLOSET
B - BATHROOM
BR - BEDROOM
K - KITCHEN
L - LAUNDRY ROOM
LR - LIVING ROOM
ICE - LIMITED COMMON ELEMENT
ST - STORAGE ROOM
(NOTE CLOSETS ARE NOT NOTED)

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

UNIT "A" (REVERSED) FLOOR PLAN

UNITS: C501, C601, C701, C801, C901, C1001, C1101
INTERIOR AREA 1,250 sq.ft



**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

ATTACH TO AND MADE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

dag architects, inc.
p.o. box 1395 denville, n.j. 07834 904-837-8122
1017 hwy 94 denville, n.j. 07834 fax 904-864-4718

CONA

ROOM NAME LEGEND:

- AC • HVAC & WH CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - BU • BUNKBEDS
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - P • POWDER ROOM
 - ST • STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "V" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

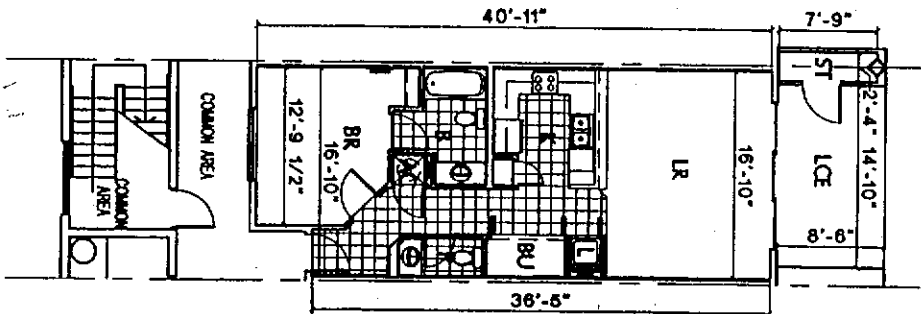
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "B" FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C109

INTERIOR AREA 674 sqft



WISC 009S PAGE 1637

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

0' 2' 4' 6' 8' 10' 12' 14' 16' 18' 20'

dag architects, inc.
 1000 10th Street, S.E.
 Atlanta, GA 30334
 404-525-4352

EXHIBIT 7B PAGE 24

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & W/H CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - BU - BUNKBEDS
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

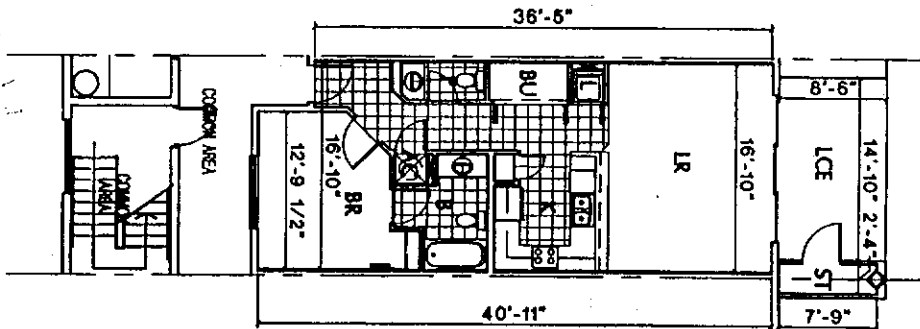
MISC 009S PAGE 163S

UNIT "B" (REVERSED) FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C102

INTERIOR AREA 674 sqft



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

deg architects, inc.
P.O. Box 509 Mobile, AL 36688 904-477-1455
BRT Int'l, Inc. 1100011 Int'l 904-464-4275

EXHIBIT 7B PAGE 25
ATTACH TO AND MAKE A PART OF THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

ROOM NAME LEGEND:

- AC • HVAC & WH CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - BU • BUNKBEDS
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - P • POWDER ROOM
 - ST • STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

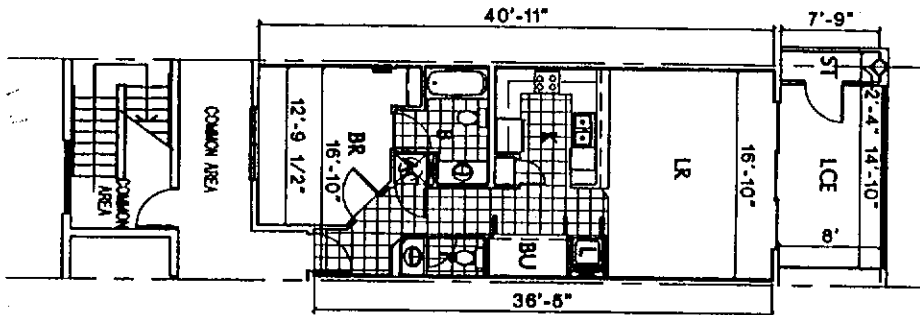
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

UNIT "B" FLOOR PLAN

(LEVELS 2 - 3 ONLY)

UNITS: C309, C309

INTERIOR AREA: 674 sqft



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
240 West 23rd Street, Suite 100
Fort Lauderdale, FL 33311
Tel: 954-464-4275
Fax: 954-464-4276

dag

EXHIBIT "B" PAGE 26

ATTACH TO AND MAKE A PART OF THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - BU - BUNKBEDS
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

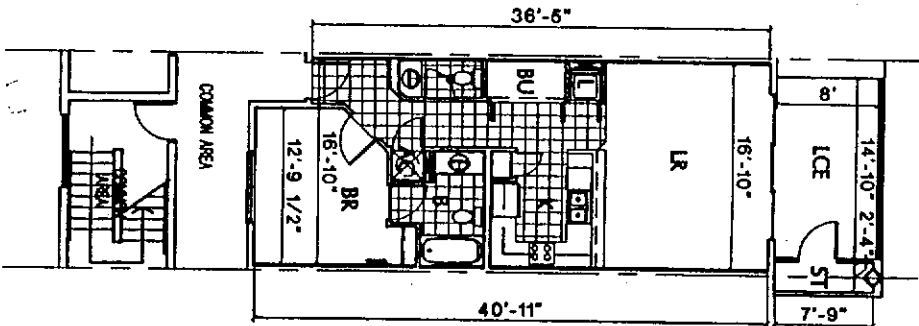
THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 0098 PAGE 16-10

UNIT "B" (REVERSED) FLOOR PLAN

(LEVELS 2 - 3 ONLY)
 UNITS: C202, C302
 INTERIOR AREA: 674 sqft



BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

dag architects, inc.
 904. 666. 0300
 5077 Hwy 90 South, # 200
 Fort Morgan, AL 36541
 Tel: 904-464-4775



EXHIBIT "B" PAGE 27

ATTACHED TO AND MADE A PART OF
 THE DECLARATION OF CONDOMINIUM OF
 BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

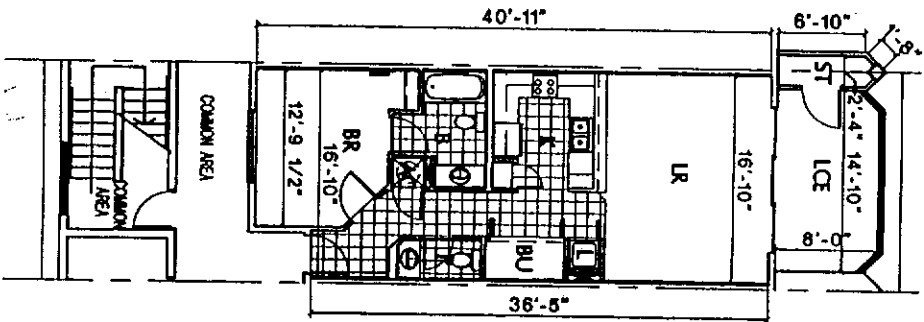
- AC - HVAC & W/H. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - BU - BUNKBEDS
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 00095 PAGE 1641



UNIT "B" FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C409

INTERIOR AREA: 674 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

BP

deg architects, inc.
p.o. box 1285 dallas, tx 75240 904-437-4182
5077 Hwy 88 Suite 112541 fax: 904-464-4275

0' 2' 4' 6' 8' 10' 12'

EXHIBIT "B" PAGE 28

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

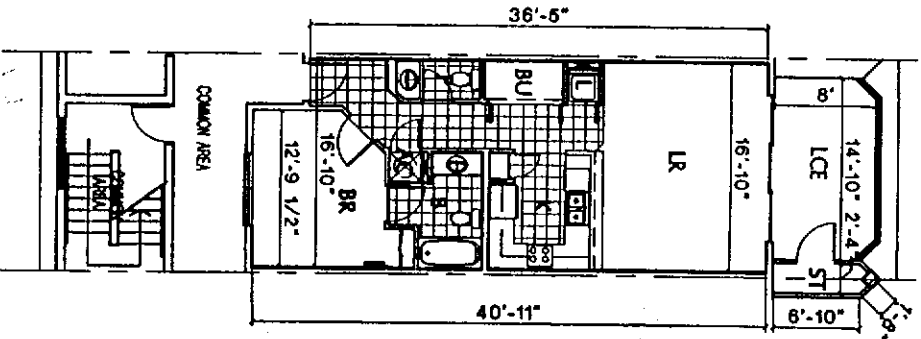
- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - BU - BUNKBEDS
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 0098 PAGE 1642



UNIT "B" (REVERSED) FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C402

INTERIOR AREA: 674 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

0' 2' 4' 6' 8' 10' 12' 14' 16' 18' 20'

dao architects, inc.
2411 BOULDER BLVD., SUITE 100
FORT MORGAN, AL 36506
TEL: 904-664-4275 FAX: 904-664-4276

929

EXHIBIT "B" PAGE 29

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

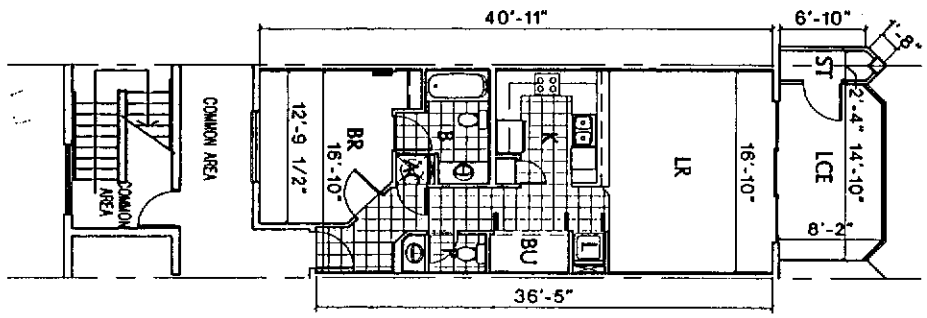
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - BU - BUNKBEDS
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

MISC 00096 PAGE 1643



UNIT "B" FLOOR PLAN

(LEVELS 5 - 71 ONLY)
 UNITS: C509, C609, C709, C809, C909, CT009, CT109
 INTERIOR AREA 674 sqft

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

dap

dap architects, inc.
 p.o. box 5395 oxford, al 35240 904-837-8152
 1077 hwy 98 mobile, al 33641 fax 904-854-4276

0' 2' 4' 8' 16' 24'

EXHIBIT "B" PAGE 30
 ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

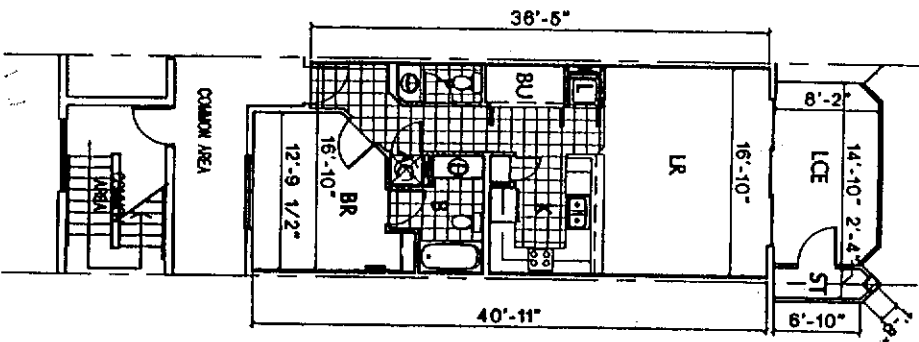
AC - HVAC & WH. CLOSET
B - BATHROOM
BR - BEDROOM
BU - BUNKBEDS
K - KITCHEN
L - LAUNDRY ROOM
LR - LIVING ROOM
LCE - LIMITED COMMON ELEMENT
P - POWDER ROOM
ST - STORAGE ROOM

(NOTE CLOSETS ARE NOT NOTED)

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECANTMENT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCELS 4, A CONDOMINIUM.

(LEVELS 5 - 11 ONLY)
UNIT: C502, C602, C702, C802, C902, C1002, C1102
INTERIOR AREA: 674 sq.ft



**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

dag architecte, inc.
p.a. bus 1306 south h 12340 904-637-8153
with any 90 south h 12341 fax 904-664-2778

EXHIBIT "B" PAGE 31

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "V" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

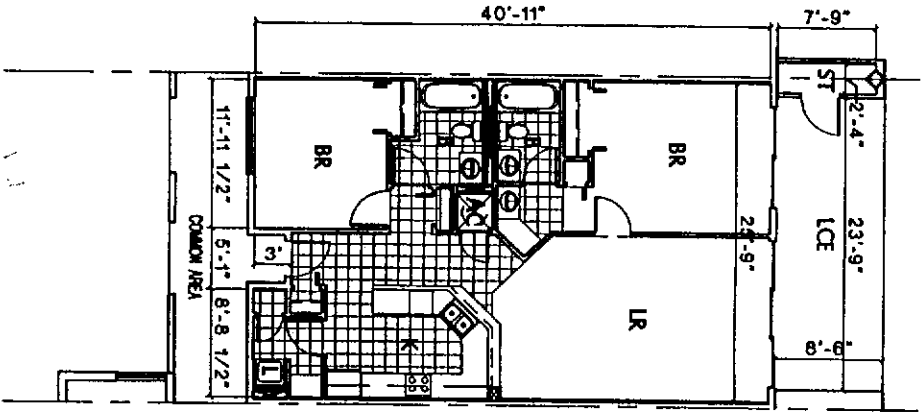
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "C" FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C108

INTERIOR AREA: 1,041 sq.ft.



W15T 0096 PAGE 164J

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

BBB

dag architects, inc.
 100 West 12th Street, Suite 1200
 Fort Lauderdale, FL 33301
 Tel: 954-464-4278
 Fax: 954-464-4279

EXHIBIT "B" PAGE 32

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

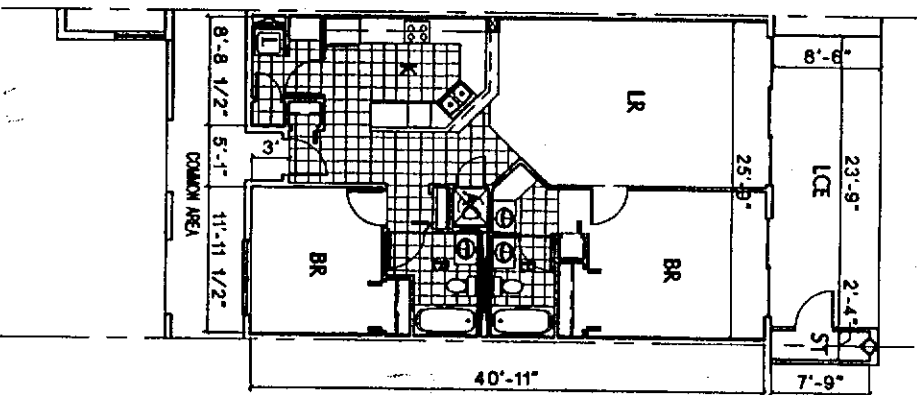
- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "V" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 0036 PAGE 1646



UNIT "C" (REVERSED) FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C103

INTERIOR AREA: 1,041 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
100 West 10th Street, Suite 100
Fort Morgan, AL 36426
904-437-4342
www.dagarchitects.com

0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10"

33

EXHIBIT "B" PAGE 33

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC • HVAC & WH CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - ST • STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

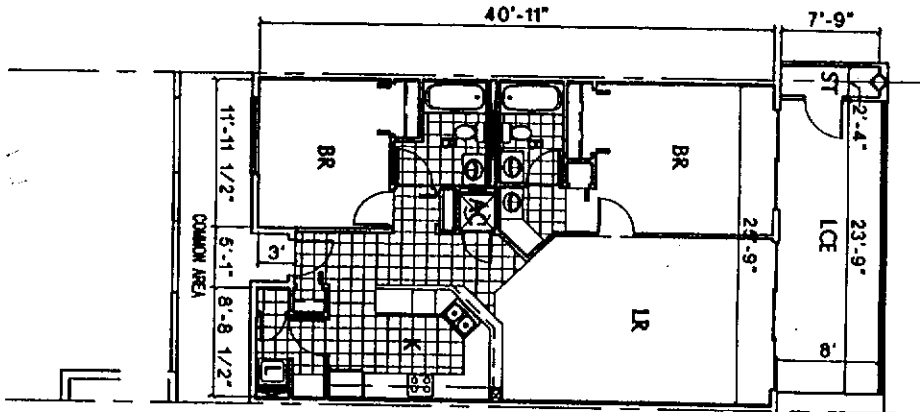
NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "V" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL RESTRICTIONS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

UNIT "C" FLOOR PLAN

(LEVELS 2 - 3 ONLY)
UNITS C208, C308
INTERIOR AREA: 1,041 sq.ft.



MISC 009S PAGE 1647

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
p.o. box 6966 mobile, al 33640 904-437-4352
5077 bay 16 mobile, al 33641 fax 904-664-4276



EXHIBIT "B" PAGE 34

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

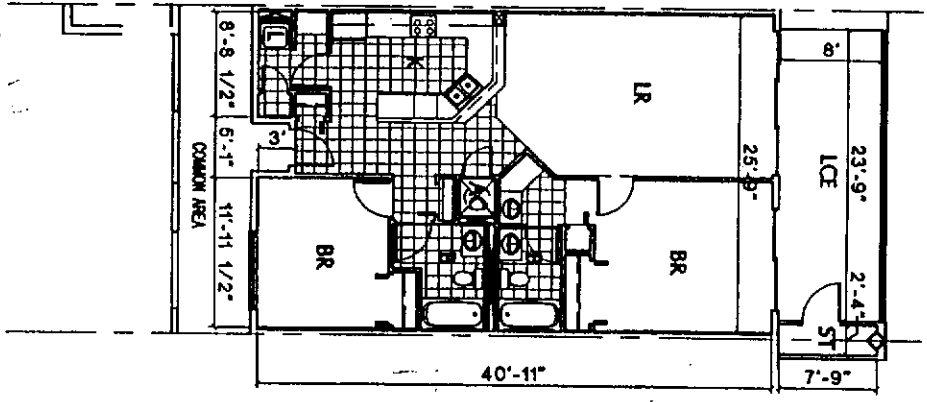
THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 00035 PAGE 1648

UNIT "C" (REVERSED) FLOOR PLAN

(LEVELS 2 - 3 ONLY)
UNIT: C203, C303
INTERIOR AREA: 1,041 sqft



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



drag architects, inc.
P.O. Box 5305 Ocean, N 32540 904-537-5152
5077 Hwy 90 North, S 32541 fax: 904-664-4275

EXHIBIT "B" PAGE 35

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



ROOM NAME LEGEND:

- AC • HVAC & WH. CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - ST • STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

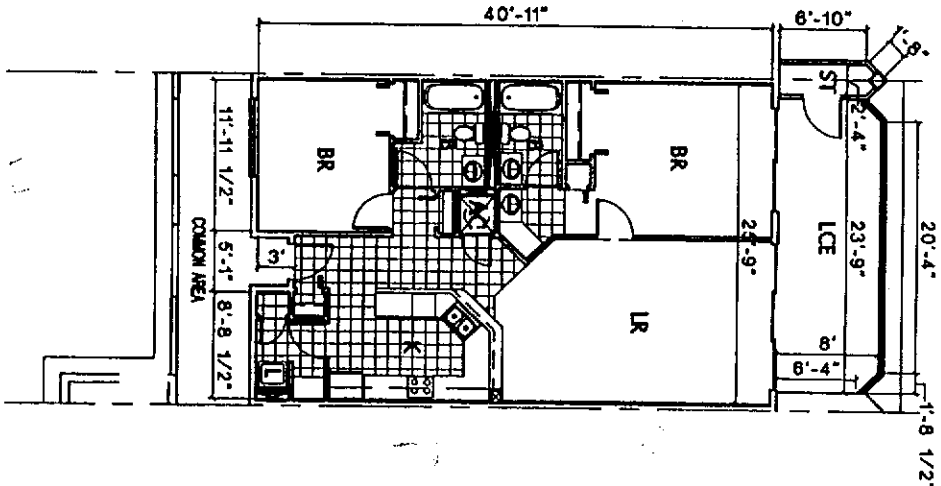
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "C" FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C408

INTERIOR AREA: 1,041 sqft



MISC 0095 PAGE 1649

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



 G&G architects, inc.
 P.O. Box 3306 South, B 33340 904-437-4352
 507 Hwy 90 South, B 33341 Tel. 904-464-4715

EXHIBIT "B" PAGE 36

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

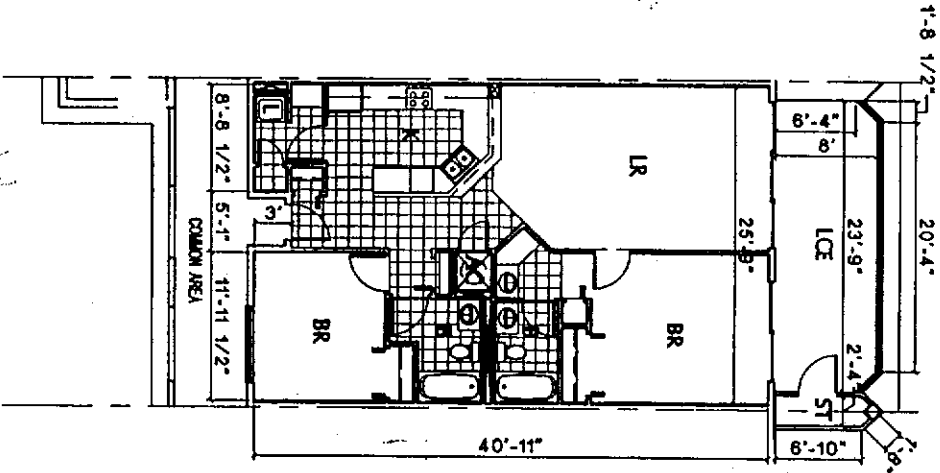
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

UNIT "C" (REVERSED) FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C403

INTERIOR AREA: 1,041 sqft



MISC 009S PAGE 1650

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
P.O. Box 5285 Mobile, AL 36680 904-437-4492
1001 Bay 55 Mobile, AL 36688 Tel. 904-434-4278

EXHIBIT 7B PAGE 37
ATTACH TO AND MAKE A PART OF THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

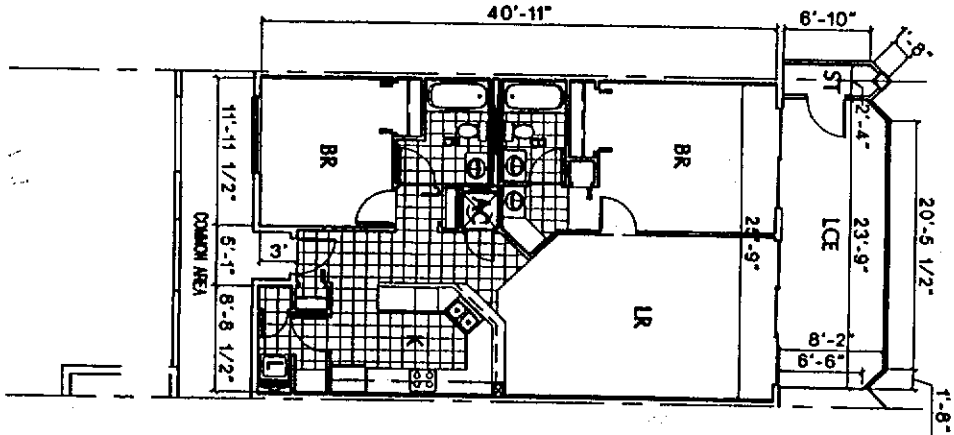
THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "C" FLOOR PLAN

(LEVELS 5 - 13 ONLY)

UNITS: C608, C609, C708, C808, C908, C1008, C1108, C1208
INTERIOR AREA: 1,041 sqft



MISC 009S PAGE 1651

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
200 West 12th Street, Suite 100
Fort Lauderdale, FL 33304
Tel: 561-534-4477 Fax: 561-534-4478

dag

EXHIBIT "B" PAGE 38

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & W/H CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

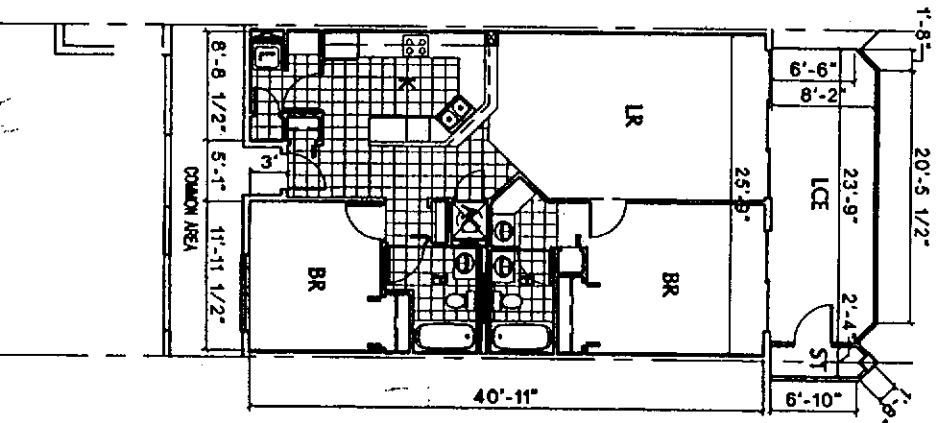
THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "C" (REVERSED) FLOOR PLAN

(LEVEL 5 - 13 ONLY)

UNITS: C503, C603, C703, C803, C903, CT003, CT103, CC103, CC203
INTERIOR AREA: 1041 sqft



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

0' 7' 6' 3' 2' 4'

dag architects, inc.
P.O. Box 3395 South, R. 13540 904-437-4852
1077 Hwy 90 South, R. 13541 Rte. 904-661-4775

EXHIBIT "B" PAGE 39

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

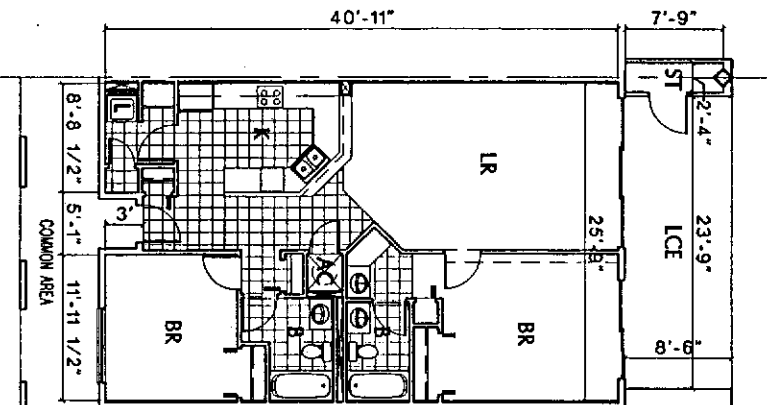
ROOM NAME LEGEND:

- AC • HVAC & W/H CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - ST • STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATION RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "CC" FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C107

INTERIOR AREA: 1,041 sqft.

MISC0095 PAGE 1653

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
144 Fox Chase Avenue, N 33440 904-537-8152
8077 Hwy 90 South, N 33541 Tex. 904-534-4276

0' 1" 2" 4" 6" 8" 10" 12" 14" 16" 18" 20" 22" 24"

EXHIBIT "B" PAGE 40

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATION RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM OF HOUSING AND URBAN DEVELOPMENT.

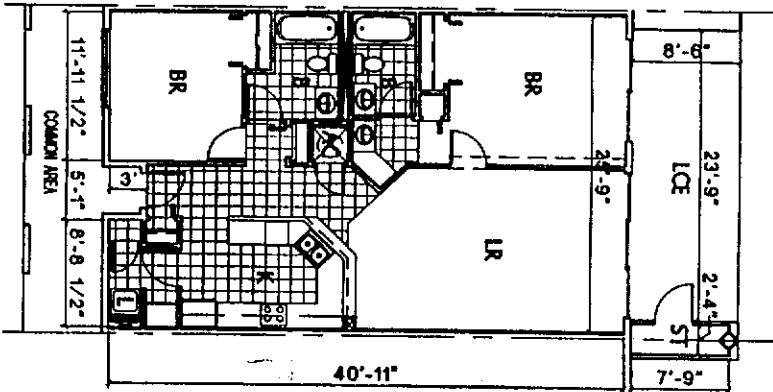
MISC 009S PAGE 165-1

UNIT "CC" (REVERSED) FLOOR PLAN

(LEVEL 1 ONLY)

UNIT: C104

INTERIOR AREA: 1,041 sqft



BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



dag architects, inc.
 P.O. Box 1000, Suite 100, 100-100-100-100
 1000 100th Ave. S.E., 10000 100th Ave. S.E.

EXHIBIT 7: PAGE 41

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM OF HOUSING AND URBAN DEVELOPMENT.

ROOM NAME LEGEND:

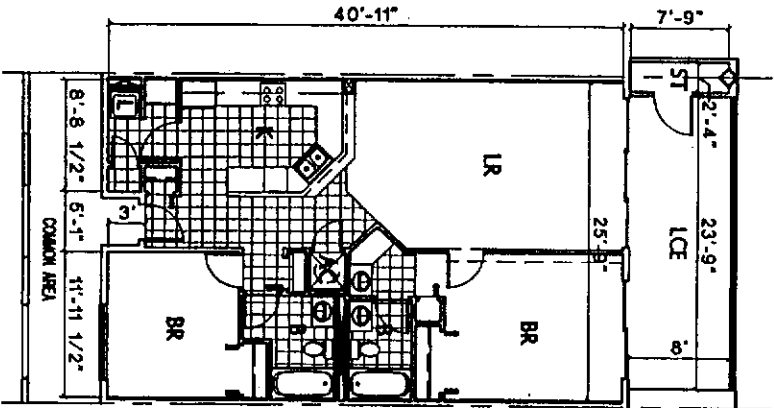
- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATORY RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC00935 PAGE 16535



UNIT "CC" FLOOR PLAN

(LEVELS 2 - 3 ONLY)
 UNITS: C207, C307
 INTERIOR AREA: 1,041 sqft

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP



dag architects, inc.
 P.O. Box 1395 Southfield, MI 48034 904-537-4352
 8777 Hwy 90 Southfield, MI 48034 Fax: 904-537-4275

EXHIBIT "B" PAGE 42
 ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

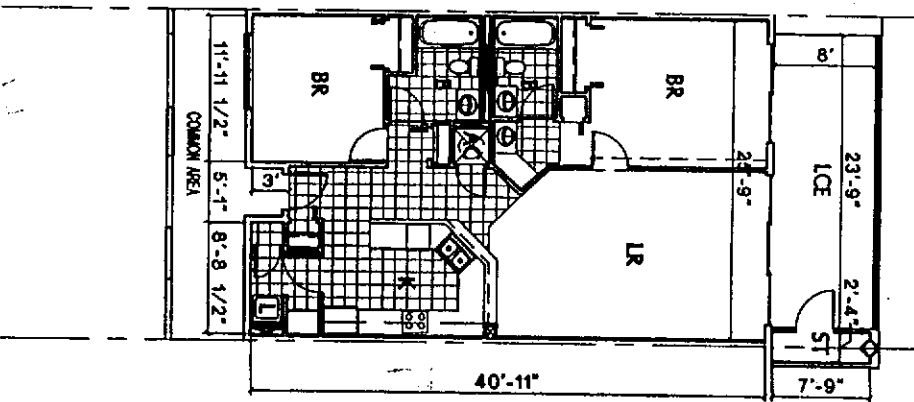
- AC • HVAC & WH. CLOSET
 - B • BATHROOM
 - BR • BEDROOM
 - K • KITCHEN
 - L • LAUNDRY ROOM
 - LR • LIVING ROOM
 - LCE • LIMITED COMMON ELEMENT
 - ST • STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLAN IS SUBJECT TO SPECIAL REGULATION AS SET FORTH IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 0093 PAGE 1656



UNIT "CC" (REVERSED) FLOOR PLAN

(LEVELS 2 - 3 ONLY)
 UNITS: C204, C304
 INTERIOR AREA 1,041 sqft

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

daa architects, inc.
 240 West 12th Street, # 2020
 Fort Morgan, AL 36506
 Tel: 904-437-4732
 Fax: 904-437-4732



EXHIBIT "B" PAGE 43

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

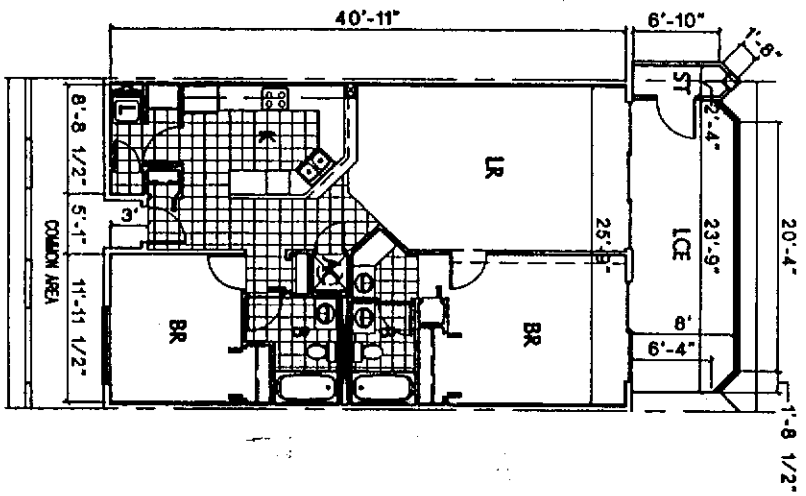
NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

UNIT "CC" FLOOR PLAN
(LEVEL 4 ONLY)

UNIT: C407
INTERIOR AREA: 1,041 sqft



MISC 009S PAGE 1657

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
p.m. box 1285 dade city, fl 32540 904-431-4752
5077 bay 10 dade city, fl 32541 fax 904-464-4775

EXHIBIT "B" PAGE 44

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM



ROOM NAME LEGEND:

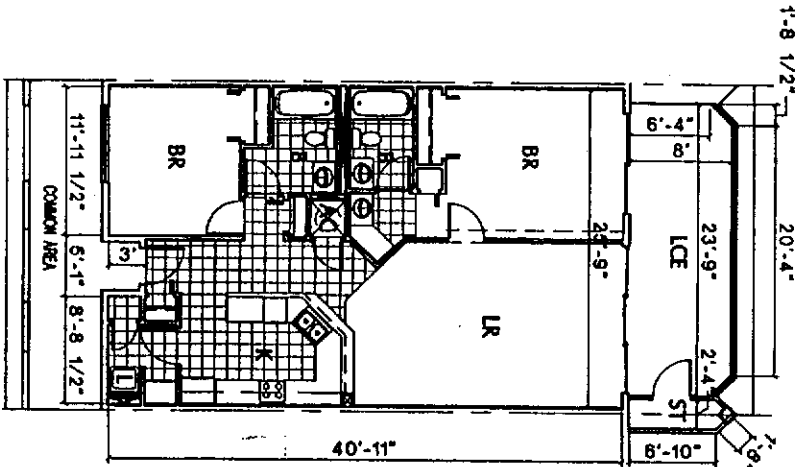
- AC - HVAC & W/H CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE TC AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

MISC0095 PAGE 1655



UNIT "CC" (REVERSED) FLOOR PLAN

(LEVEL 4 ONLY)

UNIT: C404

INTERIOR AREA: 1,047 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

BB

dag architects, inc.
P.O. Box 5395 Mobile, AL 33640 904-637-9182
1077 Hwy 90 South, B 32541 Tel. 904-654-4776

EXHIBIT "B" PAGE 45

ATTACHED TO AND WORE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

ROOM NAME LEGEND:

- AC - HVAC & W/H CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATION RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

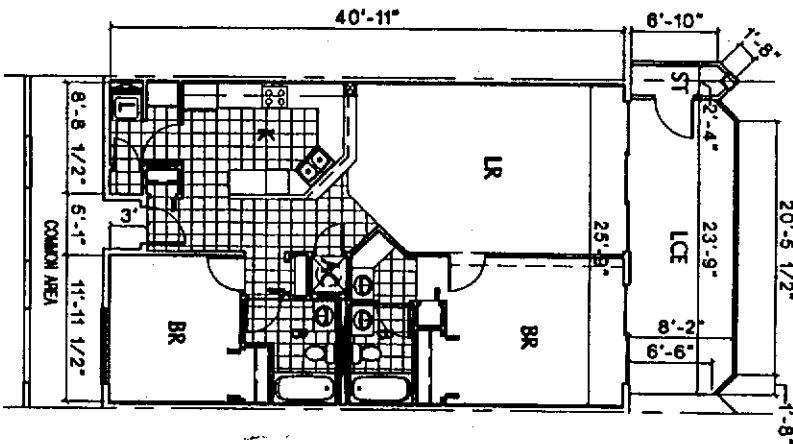
MISC 009S PAGE 1659

**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

UNIT "CC" FLOOR PLAN

(LEVELS 5 - 13 ONLY)

UNITS: CS07, CS07, C707, C807, C907, C1007, C107, CC107, CC207
INTERIOR AREA 1,041 sqft



dag architects, inc.
P.O. Box 1388 Omaha, NE 68101-0388
402/441-1111 FAX 402/441-1112

EXHIBIT "B" PAGE 46

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

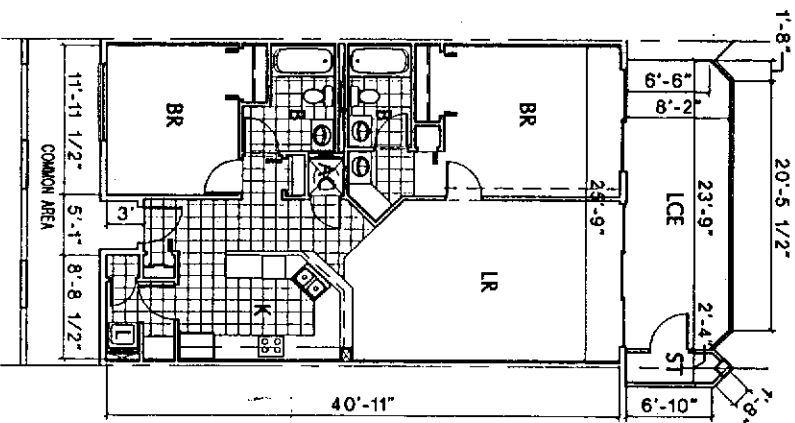
- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE BEACH CLUB PARCEL 6, A CONDOMINIUM.

MISC 009S PAGE 1660



UNIT "CC" (REVERSED) FLOOR PLAN

(LEVELS 5 - 13 ONLY)

UNITS: C504, C604, C704, C804, C904, CT004, CT104, CC204
INTERIOR AREA: 1,041 sq.ft.

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
102 BOX 559 DORAL, FL 33240 904-437-5152
8771 Bay St. DORAL, FL 33241 TEL. 904-464-4275



EXHIBIT "B" PAGE 47

ATTACHED TO AND MADE A PART OF
THE DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

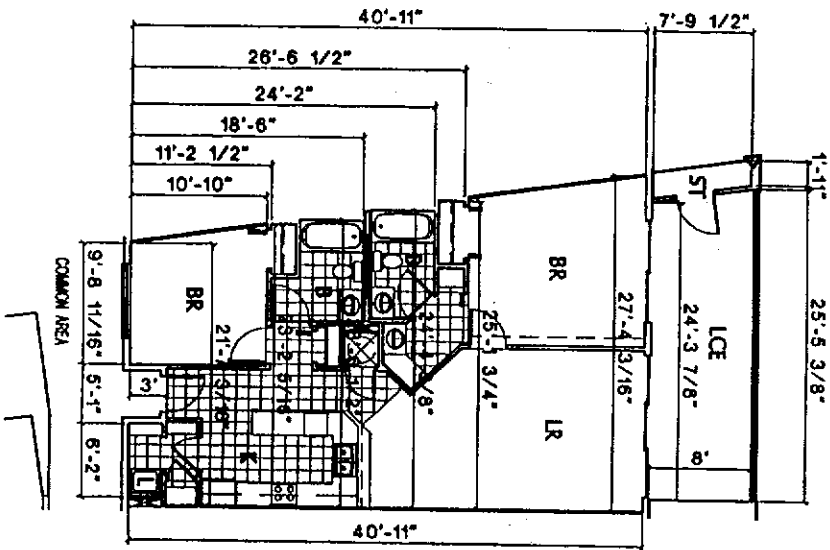
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARATION RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "D" FLOOR PLAN

(LEVELS 2 - 3 ONLY)
UNITS: C206, C206
INTERIOR AREA 986 sq.ft.

MISC 0009S PAGE 1661

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
P.O. Box 5386 South, S 32540 904-437-4182
5777 Hwy 90 South, S 32541 Tel. 904-444-4276

0' 2' 4' 6' 8' 10' 12'

EXHIBIT "B" PAGE 48
ATTACH TO AND MAKE A PART OF THE
DECLARATION OF CONDOMINIUM OF
BEACH CLUB PARCEL 6, A CONDOMINIUM.

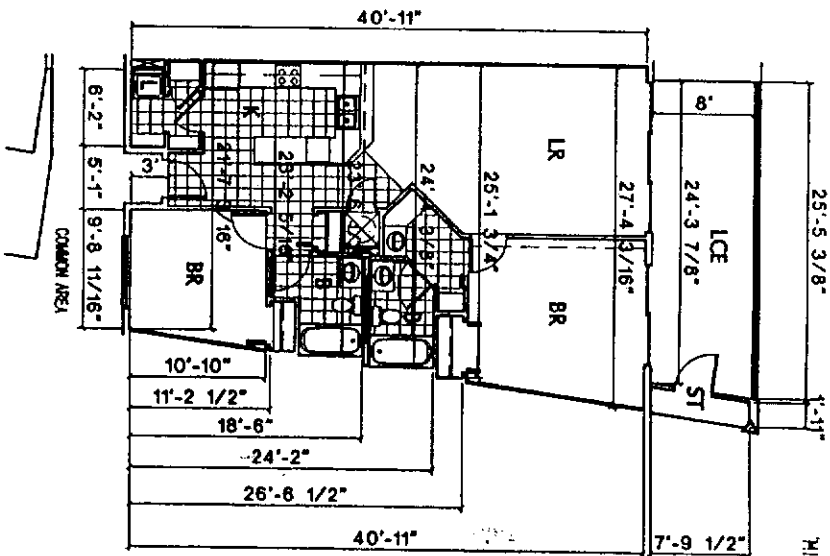
ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



MISC 0035 PAGE 1662

UNIT "D" (REVERSED) FLOOR PLAN

(LEVELS 2 - 3 ONLY)
 UNITS: C205, C305
 INTERIOR AREA: 986 sqft

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24'

dag

dag architects, inc.
 844 West 12th Street, Suite 100
 Fort Lauderdale, FL 33311
 Tel: 954-464-4275
 Fax: 954-464-4276

EXHIBIT "B" PAGE 49

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

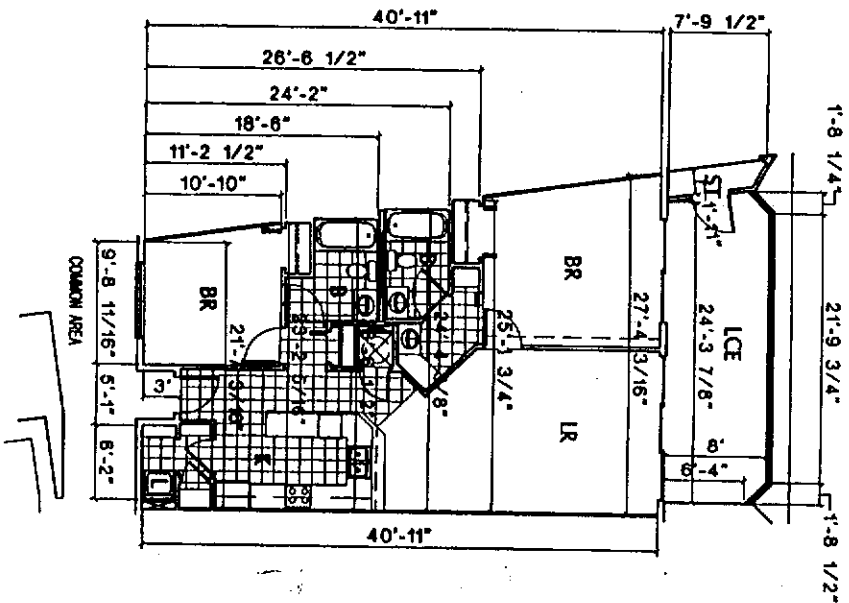
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
B - BATHROOM
BR - BEDROOM
K - KITCHEN
L - LAUNDRY ROOM
LR - LIVING ROOM
LCE - LIMITED COMMON ELEMENT
ST - STORAGE ROOM
(NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "D" FLOOR PLAN

(LEVEL 4 ONLY)
UNITS: C406
INTERIOR AREA: 986 sqft

MISC0098 Page 1663

**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

dag architects, inc.
 po box 1396 dorch, il 6040 804-637-4632
 877 may 95 decd, 9 12441 fax 804-634-4789

EXHIBIT 'B' PAGE 50

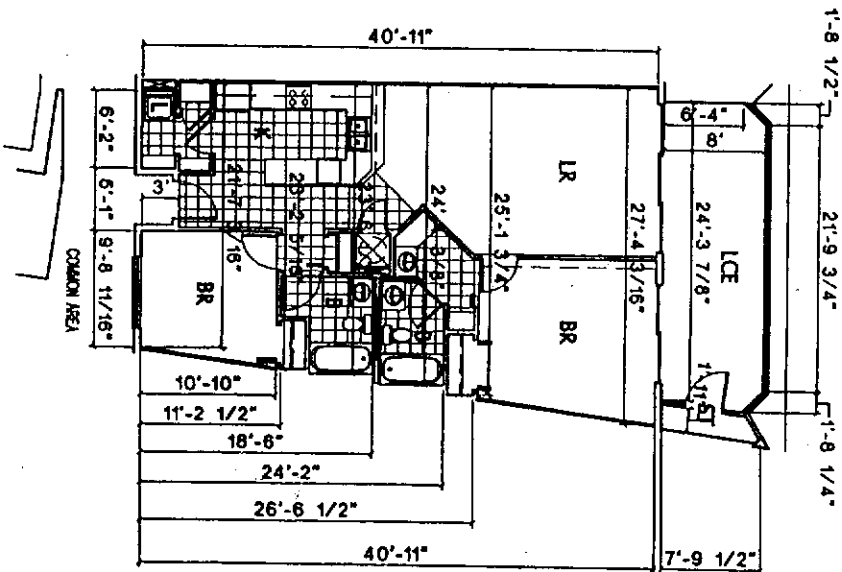
ROOM NAME LEGEND:

- AC - HVAC & WH. CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



MISC0038 PAGE 166-4

UNIT "D" (REVERSED) FLOOR PLAN

(LEVEL 4 ONLY)
UNITS: C405
INTERIOR AREA: 966 sqft.

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



deg architects, inc.
p.o. box 1396 smith, b 35410 904-437-3562
3077 bay rd smith, b 35411 fax 904-564-4275

EXHIBIT "B" PAGE 51

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

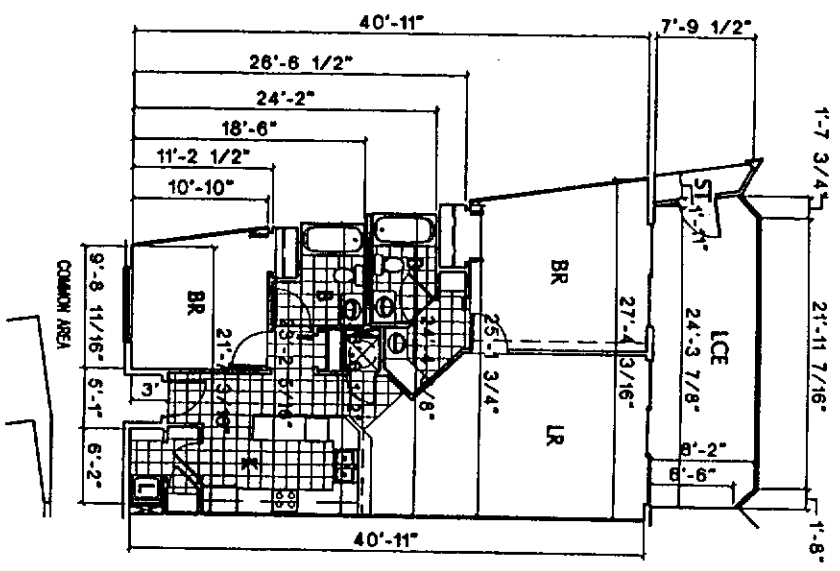
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



MISC 00096 PAGE 1665

UNIT "D" FLOOR PLAN

(LEVELS 5 - 13 ONLY)
 UNITS: C506, C606, C706, C806, C906, C1006, C1106, C1206, C1306
 INTERIOR AREA: 986 sqft

BEACH CLUB PARCEL 6,
 A CONDOMINIUM
 FORT MORGAN PARADISE JOINT VENTURE,
 AN ALABAMA PARTNERSHIP

dag architects, inc.
 P.A. Box 6366 Smith, B 32640 904-537-8162
 5077 Hwy 90 Smith, B 32641 Tex. 904-564-4275

EXHIBIT "B" PAGE 52

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

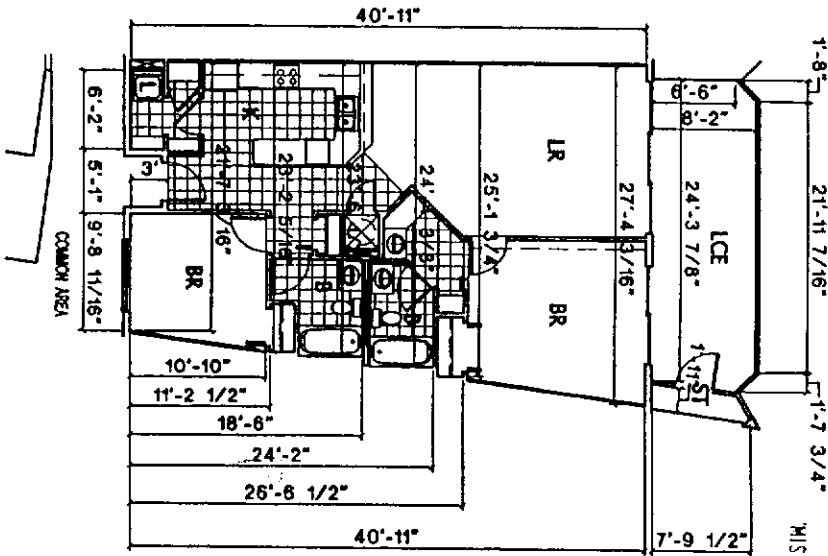
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "V" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



MISC 0098 PAGE 1668

UNIT "D" (REVERSED) FLOOR PLAN

(LEVELS 5 - 13 ONLY)

UNITS: C505, C605, C705, C805, C905, CT005, CT105, CT205
INTERIOR AREA 986 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

440 architects, inc.
200 N. 10th Street, Suite 1000
Birmingham, AL 35203
205-261-1234

0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 72" 73" 74" 75" 76" 77" 78" 79" 80" 81" 82" 83" 84" 85" 86" 87" 88" 89" 90" 91" 92" 93" 94" 95" 96" 97" 98" 99" 100"

EXHIBIT 7B PAGE 53

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

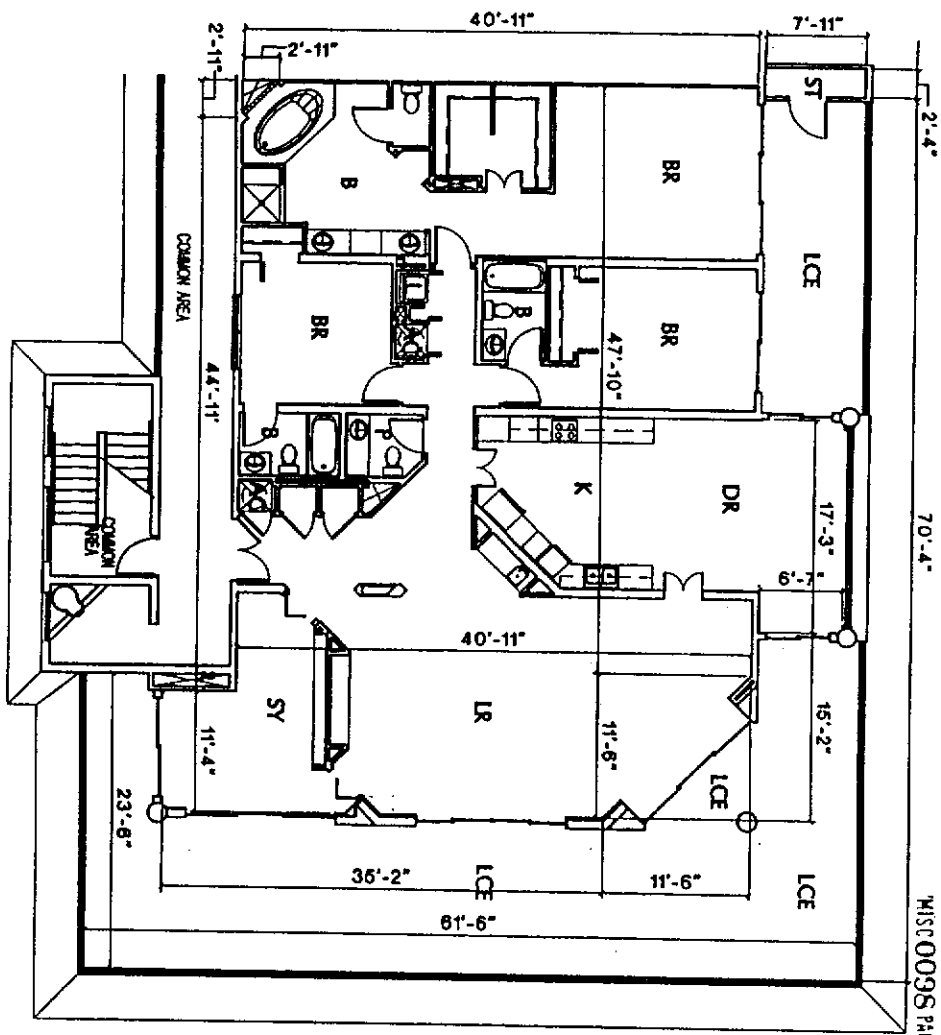
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - DR - DINING ROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - UNITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
 - SY - STUDY
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



MISC 009S PAGE 1667

UNIT "E" FLOOR PLAN

(PENTHOUSE LEVEL)

UNIT: CP4

INTERIOR AREA: 2,566 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

das architects, inc.
2000 10th Avenue, Suite 100
Fort Morgan, AL 36535
904-437-4352
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EXHIBIT "B" PAGE 54

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

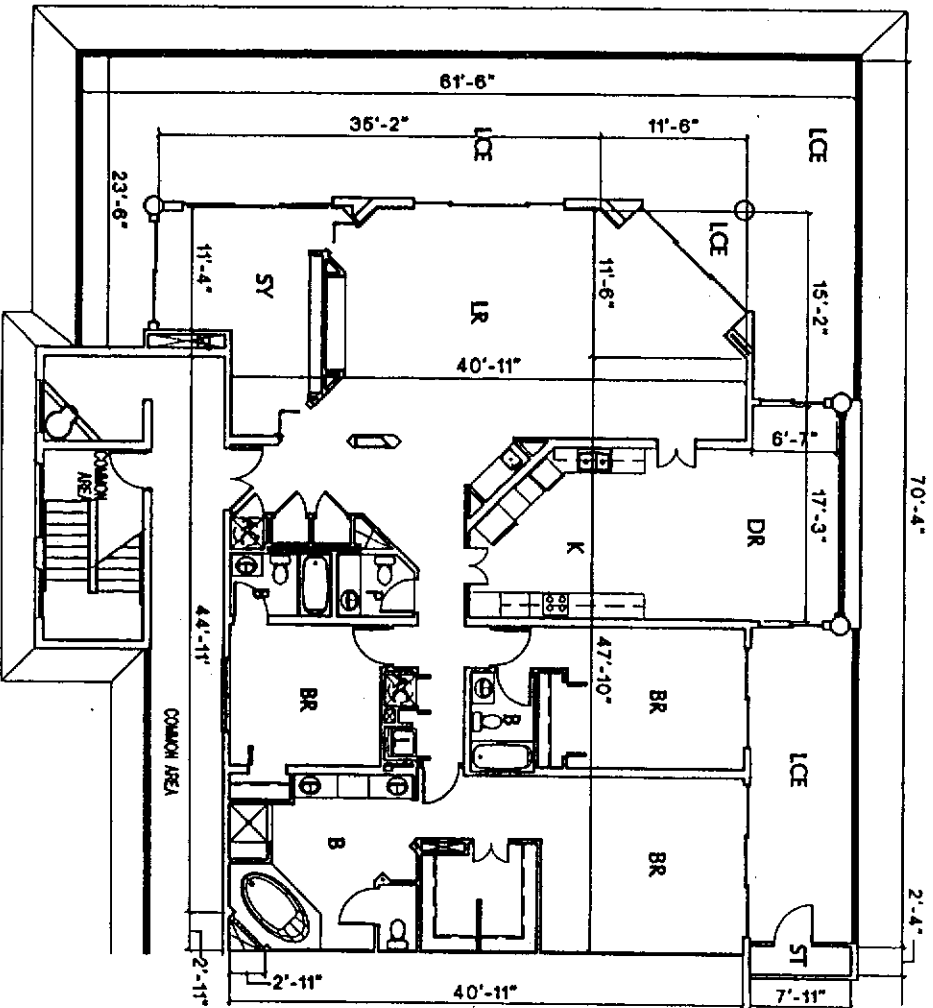
ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - DR - DINING ROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
 - SY - STUDY
- (NOTE CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.



UNIT "E" (REVERSED) FLOOR PLAN

(PENTHOUSE LEVEL)

UNIT: CPT

INTERIOR AREA 2,566 sqft

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP



dag architects, inc.
p.o. box 5395 dallas, tx 75240 904-637-6362
5177 may 96 dallas, tx 75241 fax: 904-637-6373

EXHIBIT "B" PAGE 55

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

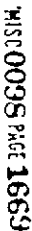
AC - HVAC & W/H CLOSET
B - BATHROOM
BR - BEDROOM
K - KITCHEN
L - LAUNDRY ROOM
LR - LIVING ROOM
ICE - LIMITED COMMON ELEMENT
P - POWDER ROOM
ST - STORAGE ROOM

(NOTE CLOSETS ARE NOT NOTED)

(NOTE CLOSETS ARE NOT NOTED)

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 4, A CONDOMINIUM.



(PENTHOUSE LEVEL)

UNIT: CP3

INTERIOR AREA: 2,070 sq.ft.

**BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

0228
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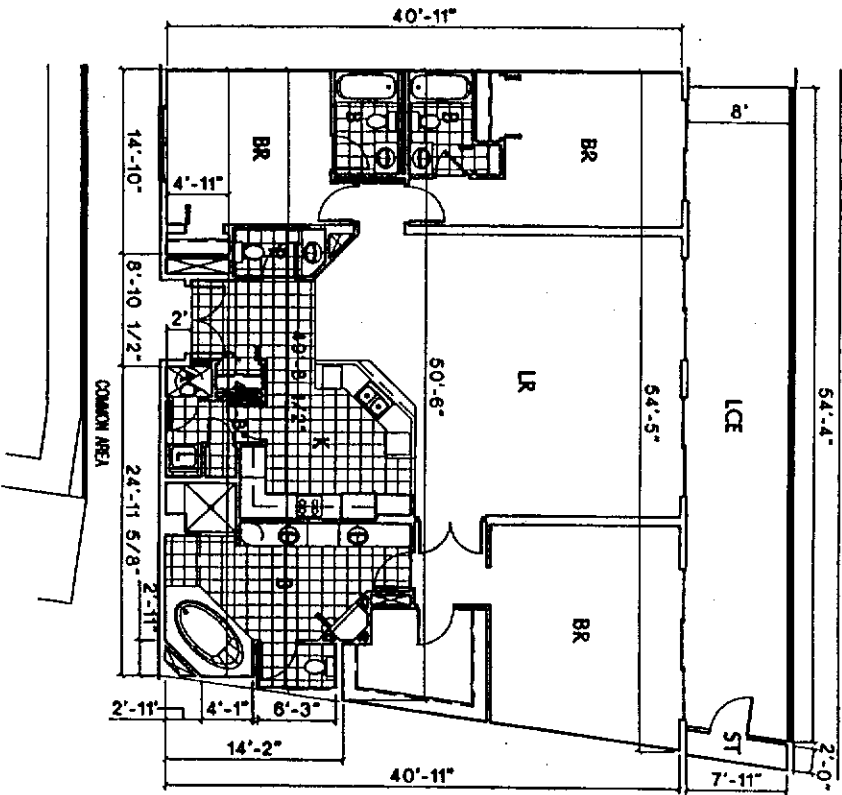
dag architects, inc.
p.o. box 1395 denville, n.j. 07834 904-837-8152
toll free 800-441-1111, n.j. 904-864-4776

EXHIBIT "B" PAGE 56

ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - P - POWDER ROOM
 - ST - STORAGE ROOM
- (NOTE CLOSETS ARE NOT NOTED)



WISC0095 PAGE 1670

BEACH CLUB PARCEL 6, A CONDOMINIUM FORT MORGAN PARADISE JOINT VENTURE, AN ALABAMA PARTNERSHIP

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE 17 AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

UNIT "F" (REVERSED) FLOOR PLAN

(PENTHOUSE LEVEL)
UNIT: CP2
INTERIOR AREA: 2,070 sqft.

dag architects, inc.
P.O. BOX 6395 DASH, # 125410 904-437-4512
3077 Hwy 90 South, # 125411 DASH 904-464-4716

0' 2' 4' 6' 8' 10' 12'

dag

EXHIBIT "B" PAGE 57
ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM.

ROOM NAME LEGEND:

- AC - HVAC & WH CLOSET
 - B - BATHROOM
 - BR - BEDROOM
 - K - KITCHEN
 - L - LAUNDRY ROOM
 - LR - LIVING ROOM
 - LCE - LIMITED COMMON ELEMENT
 - ST - STORAGE ROOM
- (NOTE: CLOSETS ARE NOT NOTED)

NOTES:

THIS IS TO CERTIFY THAT ALL OF THE CONDOMINIUM PROPERTY AND ALL PROPOSED STRUCTURES OF THE CONDOMINIUM ARE LOCATED WITHIN FLOOD ZONE "C" AS DETERMINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

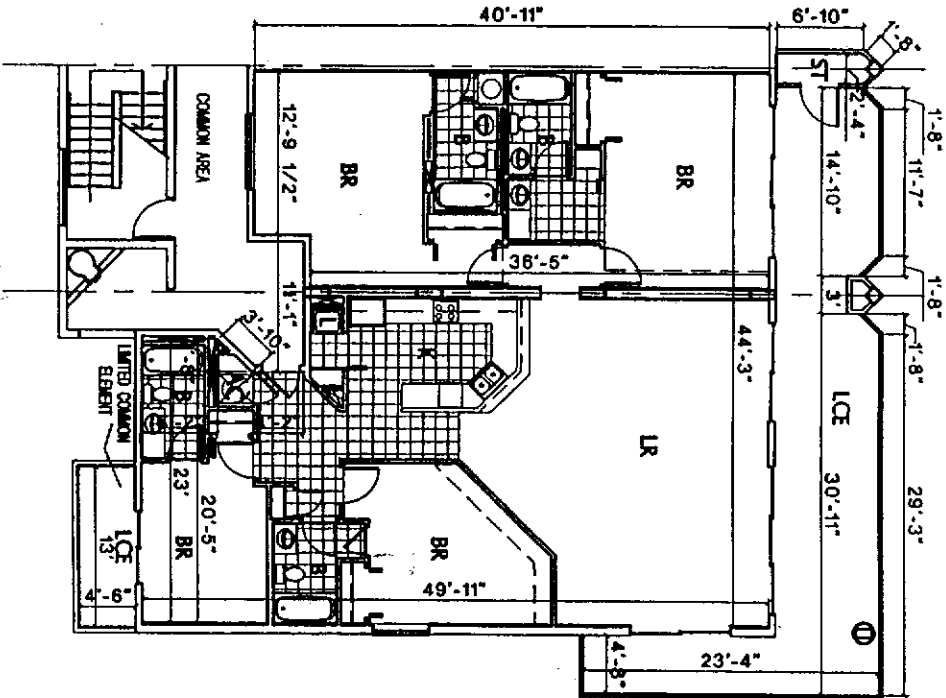
ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DECLARANT RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM OF HOUSING AND URBAN DEVELOPMENT.

UNIT "C" FLOOR PLAN

(LEVELS 12 - 13 ONLY)

UNITS: CC710, CC710

INTERIOR AREA: 1,968 sqft



W/SC00938 PAGE 1671

BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP

dag architects, inc.
P.O. Box 1398 Mobile, AL 36688 904-637-4182
FAX 904-637-4278
1" = 4'-0"



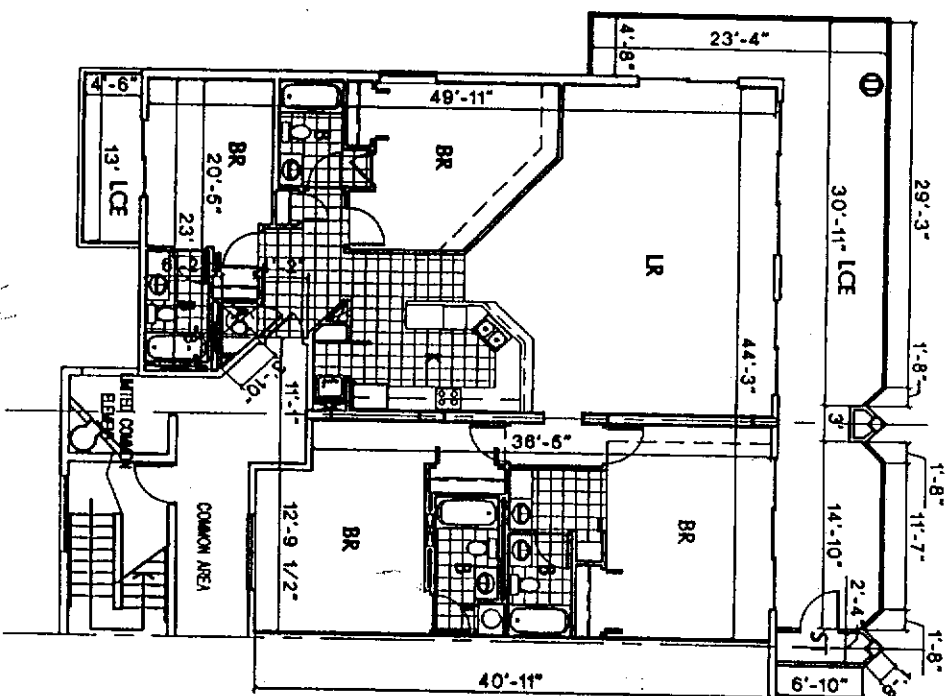
EXHIBIT 7, PAGE 58
ATTACH TO AND MAKE A PART OF THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM

MISC0095 PAGE 1672

- BEACH CLUB PARCEL 6,
A CONDOMINIUM
FORT MORGAN PARADISE JOINT VENTURE,
AN ALABAMA PARTNERSHIP**

UNIT "G" (REVERSED) FLOOR PLAN

ALL OF THE REAL PROPERTY DESCRIBED ON THE PLANS IS SUBJECT TO SPECIAL DEEDANTS RIGHTS AS SET OUT IN THE DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCE 6, A CONDOMINIUM



dag architects, inc.
p.o. box 1305 denville, nj 07834 904-631-0533
1077 boy ss ave. n 2241 fax 904-654-4278

CON.

EXHIBIT "B" PAGE 59

EXHIBIT "C"
attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

BY-LAWS OF
BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

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- 1.04. Terms Defined
- 1.05. MASTER DECLARATION

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BY-LAWS OF
BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.
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BY-LAWS OF

BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

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EXHIBIT "C"
attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

BY-LAWS

OF

BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

GENERAL

1.01. Purpose. These are the BY-LAWS of BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC., a non profit Alabama Corporation (hereinafter referred to as the "ASSOCIATION") organized pursuant to the Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), Section 35-8A-101, et seq. ("ACT") and the "Alabama Nonprofit Corporation Act" Code of Alabama (1975), Section 10-3A-1 et seq., for the purpose of administering BEACH CLUB PARCEL 6, a Condominium (hereinafter referred to as the "CONDOMINIUM") which is located in Baldwin County, Alabama.

1.02. Applicability of BY-LAWS. The provisions of these BY-LAWS are applicable to the PROPERTY of the CONDOMINIUM and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and OCCUPANTS of UNITS and their employees, and any other persons who may use the facilities of the PROPERTY in any manner are subject to these BY-LAWS, the DECLARATION and the Rules and Regulations made in accordance therewith. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a UNIT shall constitute an agreement that these BY-LAWS, the Rules and Regulations made in accordance therewith and the provisions of the DECLARATION, as they may be amended from time to time, are accepted, ratified and will be complied with.

1.03. Principal Office. The principal office of the ASSOCIATION shall be at 3682 Cypress Circle, Gulf Shores, Alabama 36542, or at such other place as may be designated subsequently by the BOARD OF DIRECTORS or as the business of the ASSOCIATION may require. All books and records of the ASSOCIATION shall be kept at its principal office.

1.04. Terms Defined. "DECLARATION" shall mean that certain DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, a Condominium, filed in the Office of the Judge of Probate of Baldwin County, Alabama, as the same may be amended from time to time in accordance with the terms thereof. All other terms used herein shall have the meaning given to them in the DECLARATION and are hereby incorporated by reference and made a part hereof.

1.05. MASTER DECLARATION. The operation and administration of the CONDOMINIUM shall be subject to the powers and authority reserved to FORT MORGAN, or its successors and assigns, in the MASTER DECLARATION and the powers and authority granted to the MASTER ASSOCIATION in the MASTER DECLARATION. If there is any conflict between the power and authority granted to the ASSOCIATION in the DECLARATION and the power and authority reserved to FORT MORGAN or granted to the MASTER ASSOCIATION in the MASTER DECLARATION, then the power and authority reserved to FORT MORGAN, or its successors and assigns, shall control.

MEMBERSHIP

2.01. Qualification. The qualification for membership shall be ownership of a UNIT in the CONDOMINIUM. No membership may be separated from the UNIT to which it is appurtenant.

2.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any **PERSON** as a condition of the exercise of the rights of membership except such **ASSESSMENTS**, levies and charges as are specifically authorized by the **DECLARATION**.

2.03. Succession. Except as to mortgages, the membership of each **UNIT OWNER** shall automatically terminate on the conveyance, transfer or other disposition of a **UNIT OWNER'S** interest in the **UNIT**. The **UNIT OWNER'S** membership shall automatically be transferred to the new **UNIT OWNER** succeeding to such ownership interest. On the conveyance, transfer or other disposition of a portion of a **UNIT OWNER'S** interest in a **UNIT**, the transferring **UNIT OWNER** and the transferee shall each be **MEMBERS** of the **ASSOCIATION** in accordance with the ownership interest of each following such conveyance or transfer.

2.04. Not for Profit Corporation. The **ASSOCIATION** is a Not For Profit Corporation organized under the Laws of the **State of Alabama** and pursuant to the **ACT** and the "**Alabama Nonprofit Corporation Act**", **Code of Alabama** (1975), **Section 10-3A-1, et seq.** The **ASSOCIATION** shall issue no shares of stock of any kind or nature whatsoever.

MEETINGS OF MEMBERS

3.01. Annual Meeting. A meeting of the **ASSOCIATION** must be held at least once each year. The annual meeting of **MEMBERS** shall be held at the office of the **ASSOCIATION** at 7:30 p.m., local time, on the third **Tuesday** of **September** of each year for the purpose of electing **DIRECTORS** and transacting any other business authorized to be transacted by the **MEMBERS**; **PROVIDED, HOWEVER**, if that day is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

3.02. Change of Annual Meeting. The time of holding the annual meeting of **MEMBERS** may be changed at any time prior to not less than **ten (10) days** nor more than **sixty (60) days** in advance of the regular day for holding such meeting by a resolution duly adopted by the **BOARD OF DIRECTORS** or by the **MEMBERS**, provided that notice of such change be mailed to each **MEMBER** of record, at such address as appears upon the records of the **ASSOCIATION**, not less than **ten (10) days** before the holding of such meeting nor more than **sixty (60) days** in advance of the regular meeting; and further provided that each annual meeting of **MEMBERS** shall be held within **one (1) month** of the date on which it should regularly have been held but for such change.

3.03. Special Meeting. Special meetings of the **MEMBERS** of the **ASSOCIATION** may be called in accordance with the **ACT**.

3.04. Notice of Meeting. Notice of all meetings of **MEMBERS** must be given in accordance with the provisions of the **ACT**.

3.05. Waiver of Notice. Any **MEMBER** or first **MORTGAGEE** may waive the right to receive notice of any meeting by sending a written waiver to the **BOARD OF DIRECTORS**. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a **MEMBER** at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

3.06. Quorum. A quorum of **MEMBERS** for any meeting shall be deemed present throughout such meeting if **MEMBERS**, represented in person or by proxy, holding more than **fifty-one percent (51%)** of the votes entitled to be cast at such meeting are present throughout such meeting, except as otherwise provided by the **ARTICLES**, by the **DECLARATION** or by these **BY-LAWS**.

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

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

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

3.09. Minutes of Meetings. The minutes of all meetings of MEMBERS shall be kept in a book available for inspection by UNIT OWNERS or authorized representatives.

3.10. Proviso. PROVIDED, HOWEVER, the DECLARANT shall retain control of the ASSOCIATION in accordance with the terms and conditions of the DECLARATION. Provided, further, FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, shall retain control of the MASTER ASSOCIATION and the rights of the VOTING MEMBER as provided in the MASTER DECLARATION.

VOTING RIGHTS

4.01. Votes. Voting shall be on a percentage basis and the percentage of the vote to which a MEMBER is entitled is the percentage assigned to the UNIT of which the MEMBER is the OWNER, as stated in the DECLARATION. The vote of a UNIT shall not be divisible. The designation of the MEMBER shall be determined as set out in the DECLARATION.

4.02. Votes Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in PERSON or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the ACT, the CONDOMINIUM DOCUMENTS or the BY-LAWS, a different number or manner of voting is required, in which case the express provision shall govern and control the decision in question.

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

4.04. Voting by MORTGAGEE. The execution and delivery of a mortgage on a UNIT by its OWNER shall be construed as conferring upon the MORTGAGEE a conditional proxy to cast the vote or votes attributable to such UNIT at any regular or special meeting of the ASSOCIATION. The condition of such proxy shall be noticed by such MORTGAGEE to the ASSOCIATION, in writing, of its intent to exercise the conditional proxy rights granted to it, as MORTGAGEE, by the terms of this subparagraph. In the absence of such written notice, the ASSOCIATION shall be entitled to recognize the UNIT OWNER of the mortgaged UNITS as fully entitled to cast the vote or votes attributable. However, once such written notice is received by the ASSOCIATION, the MORTGAGEE'S right to cast the vote or votes attributable to that UNIT shall be recognized by the ASSOCIATION until the MORTGAGEE withdraws its intent to cast such votes in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

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

- Call to order
- Calling of the roll and certifying of proxies
- Proof of notice of meeting or waiver of notice
- Reading and disposal of any unapproved minutes
- Reports of officers

Reports of committees
Election of **DIRECTORS**
Unfinished business
New business
Adjournment

4.06. Election of VOTING MEMBER. Except as provided in the **MASTER DECLARATION**, the **UNIT OWNERS** shall elect a **VOTING MEMBER** to represent the **UNIT OWNERS** of the **CONDOMINIUM (NEIGHBORHOOD)** to cast all votes attributable to **UNITS** in the **CONDOMINIUM (NEIGHBORHOOD)** for election of Directors of the **MASTER ASSOCIATION**, amending the **MASTER DECLARATION** or the **MASTER BY-LAWS** and all other matters provided for in the **MASTER DECLARATION** and the **MASTER BY-LAWS** all in accordance with the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**. **PROVIDED, HOWEVER**, during the **CLASS "B" CONTROL PERIOD, FORT MORGAN**, or the successors and assigns of **FORT MORGAN** shall have the exclusive right to take all actions and the exclusive right to vote on all matters to be voted on by the **MEMBERS** or **VOTING MEMBERS** as more specifically provided for in the **MASTER DECLARATION**.

BOARD OF DIRECTORS

5.01. Number. The affairs of the **ASSOCIATION** shall be conducted by a **BOARD OF DIRECTORS** which shall consist of **three (3) DIRECTORS** in number.

5.02. Qualification. Except for **DIRECTORS** appointed by the **DECLARANT**, each **DIRECTOR** shall be a **UNIT OWNER**. If a **UNIT OWNER** is a Trust, then the beneficiary of the Trust may be a **DIRECTOR**; and if a **UNIT OWNER** is a corporation or partnership, then an officer, partner or employee of such **UNIT OWNER** may be a **DIRECTOR**. If a **DIRECTOR** shall cease to meet such qualifications during his term, he shall cease to be a **DIRECTOR** and his place on the **BOARD** shall be vacant.

5.03. Appointment by DECLARANT. The initial **BOARD OF DIRECTORS**, as well as successive **DIRECTORS** shall be appointed by the **DECLARANT**, and may be removed by the **DECLARANT** at any time in accordance with the **DECLARATION**. The **DIRECTORS** appointed by the **DECLARANT** need not be **UNIT OWNERS**.

5.04. Nomination for Election. Nomination for election to the **BOARD OF DIRECTORS** shall be made from the floor at the annual meeting of **MEMBERS** or at any other meeting of **MEMBERS** called for the purpose of electing **DIRECTORS**. Nominations shall also be made by a nominating committee appointed by the **BOARD** prior to the annual meeting of the **MEMBERS** or prior to any other meeting of **MEMBERS** called for the purpose of electing **DIRECTORS**.

5.05. Election of DIRECTORS. **DIRECTORS** shall be elected in accordance with the **ACT** and the provisions of the **CONDOMINIUM DOCUMENTS**. **DIRECTORS** shall be elected at the annual meeting of **MEMBERS** or at a special meeting called for that purpose. The election shall be by secret ballot (unless dispensed with by unanimous consent) and each **MEMBER** shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

5.06. Term. Each **DIRECTOR** elected by the **MEMBERS** shall hold office until the next annual meeting of **MEMBERS**, and until his successor shall be elected and qualified, or until he resigns or is removed in any manner provided elsewhere herein. Each **DIRECTOR** appointed by the **DECLARANT** shall hold office until he resigns, is removed by the **DECLARANT**, or his term expires as provided for herein and in the **DECLARATION**.

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5.07. Vacancies. Any vacancy in the position of a **DIRECTOR** elected by the **MEMBERS** of the **ASSOCIATION** shall be filled by a majority vote of the remaining **DIRECTORS**, and any **DIRECTOR** so elected shall hold office for a term equal to the unexpired term of the **DIRECTOR** whom he succeeds. Any vacancy in the position of a **DIRECTOR** appointed by the **DECLARANT** shall be filled by the **DECLARANT**, except as provided in the **ACT**.

5.08. Removal. Any **DIRECTOR** may be removed in accordance with the provisions of the **ACT**. The vacancy in the **BOARD OF DIRECTORS** so created shall be filled by the **MEMBERS** at the same meeting.

5.09. Compensation. A **DIRECTOR** shall not receive any compensation for any services he may render to the **ASSOCIATION** as a **DIRECTOR**; **PROVIDED, HOWEVER**, that any **DIRECTOR** may be reimbursed for actual out-of-pocket expenses incurred by him in his performance of his duties.

5.10. Proviso. **PROVIDED, HOWEVER**, the **DECLARANT** shall retain control of the **ASSOCIATION** in accordance with the terms and conditions of the **DECLARATION**.

MEETINGS OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the **BOARD OF DIRECTORS** may be held at such time and place as shall be determined, from time to time, by a majority of the **DIRECTORS**. Notice of regular meetings shall be given to each **DIRECTOR**, personally or by mail, telephone or telegraph, not less than **ten (10)** nor more than **sixty (60)** days in advance of any meeting.

6.02. Special Meetings. Special meetings of the **DIRECTORS** may be called by the **President** and must be called by the **Secretary** at the written request of **one-third (1/3)** of the votes of the **BOARD**. Not less than **three (3)** days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

6.03. Open Meetings. All meetings of the **BOARD OF DIRECTORS** shall be open to all **MEMBERS** of the **ASSOCIATION**, and notice of such meetings shall be posted conspicuously on the **CONDOMINIUM PROPERTY** at least **forty-eight (48)** hours prior to the meeting, except in the event of an emergency.

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

6.05. Quorum. A quorum shall consist of the number of **DIRECTORS** entitled to cast a majority of the votes of the entire **BOARD OF DIRECTORS**. The acts of the **DIRECTORS** approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the **BOARD OF DIRECTORS**. The joinder of a **DIRECTOR** in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a **DIRECTOR** for the purpose of determining a quorum.

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

6.07. Minutes of Meetings. The minutes of all meetings of the **BOARD OF DIRECTORS** shall be kept in a minute book available for inspection by **UNIT OWNERS**, or their authorized representatives, or any **DIRECTORS** at any reasonable time.

6.08. Presiding Officer. The presiding officer of **DIRECTORS'** meetings shall be the **President**. In the absence of the **President**, the **DIRECTORS** present shall designate **one (1)** of their number to preside.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01. Powers Defined. The **BOARD OF DIRECTORS** shall have the power to exercise all powers, duties and authority vested in the **ASSOCIATION** by the **ACT**, the **DECLARATION**, the **ARTICLES OF INCORPORATION** of the **ASSOCIATION** or these **BY-LAWS**, except for such powers and duties reserved thereby to the **MEMBERS** or the **DECLARANT** and except for such powers and duties reserved to **FORT MORGAN**, its successors and assigns, or the **MASTER ASSOCIATION** in the **MASTER DECLARATION**.

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

7.03. Managing Agent. The **BOARD OF DIRECTORS** shall be authorized to employ the services of a manager or managing agent, who may either be a **DIRECTOR**, officer or employee of the **ASSOCIATION**, or an independent **PERSON** or firm qualified to manage the **PROPERTY** and affairs of the **CONDOMINIUM** under the supervision of the **BOARD**. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the **BOARD**.

7.04. Order of Business. The order of business at **DIRECTORS'** meetings shall be:

- Call of Roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of officers and committees
- Election of Officers
- Unfinished business
- New business
- Adjournment

OFFICERS

8.01. Executive Officers. The executive officers of the **ASSOCIATION** shall be a **President**, who shall be a **DIRECTOR**; a **Vice President**, who shall be a **DIRECTOR**; and a **Secretary Treasurer**, who shall be a **DIRECTOR**, all of whom shall be elected annually by the **BOARD OF DIRECTORS** and who may be peremptorily removed by vote of the **DIRECTORS** at any meeting in accordance with the **ACT**. Any **PERSON** may hold **two (2)** or more offices, except that the **President** shall not also be the **Secretary**. The **BOARD OF DIRECTORS** shall from time to time elect such other officers and designate their powers and duties as the **BOARD** shall find to be required to manage the affairs of the **ASSOCIATION**.

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

8.03. Resignation and Removal. Any officer may be removed from office either with or without cause in accordance with the **ACT**. Any officer may resign at any time by giving written notice to the **BOARD**. Such resignation shall take effect on the date of receipt or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall

not be necessary to make it effective.

8.04. Vacancies. A vacancy in any office shall be filled by a majority vote of the **DIRECTORS** at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

8.05. Compensation. An officer shall not receive any compensation for any service he may render to the **ASSOCIATION** as an officer; **PROVIDED, HOWEVER**, that any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

8.06. President. The **President**, who shall be a **DIRECTOR**, is the chief executive officer of the **ASSOCIATION**, and shall have all the powers and duties that are usually vested in the office of **President** of a **CONDOMINIUM ASSOCIATION**, including but not limited to the following powers:

- (1) To preside over all meetings of the **MEMBERS** and of the **BOARD**.
- (2) To sign as **President** all deeds, contracts and other instruments that have been duly approved by the **BOARD**.
- (3) To call meetings of the **BOARD** whenever he deems it necessary in accordance with the Rules.
- (4) To have the general supervision, direction and control of the affairs of the **ASSOCIATION**.

8.07. Vice President. The **Vice President**, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the Office of the **Vice President** of a **CONDOMINIUM ASSOCIATION**. The **Vice President** shall, in the absence of or disability of the **President**, exercise the powers and perform the duties of the **President**. He shall also generally assist the **President** and exercise such other powers and perform such other duties as shall be prescribed by the **DIRECTORS**.

8.08. Secretary. The **Secretary**, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the **Secretary** of a **CONDOMINIUM ASSOCIATION**. The **Secretary** shall keep the minutes of all proceedings of the **DIRECTORS** and the **MEMBERS**. He shall attend to the giving and serving of all notices to the **MEMBERS** and **DIRECTORS** and other notices required by law. He shall have custody of the seal of the **ASSOCIATION** and affix the same to instruments requiring a seal when duly signed. To sign as **Secretary** all deeds, contracts, all other instruments which have been duly approved by the **BOARD**, if said instrument requires the signature or attestation of the **Secretary**. He shall keep the records of the **ASSOCIATION**, except those of the **Treasurer**, and shall perform all other duties incident to the Office of the **Secretary** of an **ASSOCIATION** as may be required by the **DIRECTORS** or the **President**.

8.09. Treasurer. The **Treasurer**, who shall be a **DIRECTOR**, shall be the Financial Officer of the **ASSOCIATION**, and shall have all the powers and duties that are usually vested in the **Treasurer** of a **CONDOMINIUM ASSOCIATION**. The **Treasurer** shall have custody of all **PROPERTY** of the **ASSOCIATION**, including funds, securities and evidences of indebtedness. He shall keep the financial records and books of account of the **ASSOCIATION** in accordance with good accounting practices; shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the **COMMON AREAS** and facilities, specifying and itemizing the maintenance and repair expenses of the **COMMON AREAS** and facilities and any other expenses incurred; and he shall perform all other duties incident to the Office of the **Treasurer**. The records, books of account and the vouchers authorizing payments, shall be available for examination by a **MEMBER** of the **ASSOCIATION** at convenient hours of weekdays.

FISCAL MANAGEMENT

9.01. The Fiscal Year. The fiscal year of the **ASSOCIATION** shall be such as shall from time to time be established by the **ASSOCIATION**.

9.02. Budget. The **BOARD OF DIRECTORS** shall adopt a Budget for each calendar year in accordance with the **ACT**, which shall include estimated **COMMON EXPENSES**, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. The Budget shall also include reserve accounts for capital expenditures, deferred maintenance, reserves and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The Budget shall also set forth each **UNIT OWNER'S** proposed **ASSESSMENT** for **COMMON EXPENSES** and **LIMITED COMMON EXPENSES**. Copies of the Budget and proposed **ASSESSMENTS** shall be transmitted to each **MEMBER** in accordance with the **ACT**.

9.03. Adoption of the Annual Budget. The **BOARD OF DIRECTORS** shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the **ASSOCIATION** in accordance with the **ACT**.

9.04. ASSESSMENTS. **ASSESSMENTS** for **COMMON EXPENSES** and **LIMITED COMMON ASSESSMENTS** shall be made in accordance with the **ACT**, the **DECLARATION** and these **BY-LAWS**. **ASSESSMENTS** shall be collected by the **ASSOCIATION** on a monthly basis as follows: On or before the first day of each month of the fiscal year for which the **ASSESSMENTS** are made, each **UNIT OWNER** shall pay **one-twelfth (1/12)** of his share of the **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** for such year as shown by the annual budget. The **ASSESSMENTS** of the **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** shall be set forth in the **DECLARATION**, but the yearly **ASSESSMENT** for each **UNIT OWNER** for **COMMON EXPENSES** shall be in proportion to his respective ownership interest in the **COMMON ELEMENTS** and the **ASSESSMENT** for the **LIMITED COMMON ELEMENTS** shall be in accordance with the **DECLARATION**. The **BOARD OF DIRECTORS** may cause to be sent to each **UNIT OWNER**, on or before the first day of each month, a statement of the monthly **ASSESSMENTS**. However, the failure to send or receive such monthly statement shall not relieve the **UNIT OWNER** of his obligation to make timely payment of the monthly **ASSESSMENTS**. If the **BOARD** shall not approve an annual budget or shall fail to determine new monthly **ASSESSMENTS** for any year, or shall be delayed in doing so, each **UNIT OWNER** shall continue to pay the amount of his monthly **ASSESSMENT** as last determined. No **UNIT OWNER** shall be relieved of his obligation to pay his **ASSESSMENT** by abandonment of his **UNIT** or lack of use of the **COMMON ELEMENTS**.

9.05. Reserves for Replacements. The **ASSOCIATION** shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the **COMMON AREAS**. The fund shall be maintained out of regular **ASSESSMENTS**.

9.06. Lien for Expenses. If any **UNIT OWNER** shall fail or refuse to make any payment of the **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** or other **ASSESSMENTS** when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the **BOARD OF DIRECTORS** but in no event greater than **eighteen percentage (18%)** rate from and after the date said **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** or other **ASSESSMENTS** became due and payable in accordance with the **DECLARATION** and the **ACT**, shall constitute a lien on the interest of the **UNIT OWNER** in the **PROPERTY**.

9.07. Acceleration of Assessment Installments Upon Default. If a **UNIT OWNER** shall be in default in the payment of an installment upon any **ASSESSMENT** for a period of more than **thirty (30) days**, the **BOARD** may accelerate the remaining installments of such **ASSESSMENT** upon notice thereof to the **UNIT OWNER**, and thereupon the unpaid balance of the **ASSESSMENT** shall come due upon the date stated in the notice, but not less than **ten (10) days** after delivery thereof to the **UNIT OWNER**, or not less than **twenty (20) days'** after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Upon default in the payment of an installment upon any **ASSESSMENT**, the **BOARD** of the **ASSOCIATION** shall be entitled to charge interest and service charges at the highest available rate allowable under the **ACT**.

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9.08. Default. In the event an **OWNER** of a **UNIT** does not pay any sums, charges or **ASSESSMENTS** required to be paid to the **ASSOCIATION** within **thirty (30) days** from the due date, the **ASSOCIATION** may foreclose the lien encumbering the **UNIT** created by non-payment of the required moneys in accordance with the **ACT**; provided that **thirty (30) days** prior notice of the intention to foreclose shall be mailed, postage prepaid, to the **UNIT OWNER** and to all **PERSONS** having a mortgage lien or other interest of record in such **UNIT** as shown in the **ASSOCIATION'S** record of ownership. The **ASSOCIATION** shall be entitled to the appointment of a receiver, if it so requests. The **ASSOCIATION** shall have the right to bid-in the **UNIT** at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action, the lien of the **ASSOCIATION** shall be as stated in the **DECLARATION**. In lieu of foreclosing its lien, the **ASSOCIATION** may bring suit to recover a money judgment for any sums, charges or **ASSESSMENTS** required to be paid to the **ASSOCIATION** without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the **ASSOCIATION** against a **UNIT OWNER**, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee.

If the **ASSOCIATION** becomes the **OWNER** of a **UNIT** by reason of foreclosure, it shall offer said **UNIT** and properties for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly **ASSESSMENTS** and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the **UNIT**, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the family **UNIT** in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former **OWNER** of the **UNIT** in question.

9.09. Supplemental Assessments. If during the course of any fiscal year, it shall appear to the **BOARD** that the monthly **ASSESSMENTS**, as determined in the annual budget, are insufficient or inadequate to cover the estimated **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** for the remainder of such year, then the **BOARD** shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each **UNIT OWNER**, and thereupon a supplemental **ASSESSMENT** shall be made to each **UNIT OWNER** for his proportionate share of the supplemental budget.

9.10. Annual Statement. Within **sixty (60) days** after the end of each fiscal year, the **BOARD** shall cause to be furnished to each **UNIT OWNER**, a statement for the year so ended showing the receipts and expenditures of the **ASSOCIATION**, and such other information as the **BOARD** may deem desirable.

9.11. Accounting Records. The **BOARD** shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each **UNIT** showing the **ASSESSMENTS** or other charges due, the due dates thereof, the present balance due, and any interest in **COMMON SURPLUS**. Such records shall be open to inspection by **UNIT OWNERS** at reasonable times.

9.12. Depository. The depository of the **ASSOCIATION** shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the **DIRECTORS** and in which moneys of the **ASSOCIATION** shall be deposited. Withdrawal of moneys from such account shall be only by checks signed by such **PERSONS** as are authorized by the **DIRECTORS**.

9.13. Fidelity Bonds. Fidelity bonds shall be required by the **BOARD** from all officers and employees of the **ASSOCIATION** and from any manager handling or responsible for **ASSOCIATION** funds and from any employee, agent or subcontractor of a manager handling or responsible for **ASSOCIATION** funds. The amount of such bonds shall be determined by the **DIRECTORS**, but shall be at least the amount of **one hundred and fifty percent (150%)** of the total annual **ASSESSMENTS** against **MEMBERS** for recurring expenses. The premiums on such bonds shall be paid by the **ASSOCIATION**.

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OBLIGATIONS OF THE OWNERS

10.01. ASSESSMENTS. Every OWNER of any UNIT in the CONDOMINIUM shall contribute pro rata toward the expense of administration of the CONDOMINIUM, as provided in the DECLARATION and in these BY-LAWS. Each ASSESSMENT against a UNIT shall also be the personal obligation of the OWNER at the time the ASSESSMENT fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors, or required by applicable law.

10.02. Maintenance and Repair. Every OWNER of any UNIT in the CONDOMINIUM shall promptly perform all maintenance and repair work, as provided in the ARTICLES, the DECLARATION or these BY-LAWS. An OWNER shall reimburse the ASSOCIATION for any expenditures incurred in repairing or replacing any COMMON AREAS or facilities damaged through the OWNER'S fault.

10.03. Use of Units. All UNITS shall be utilized in accordance with the provisions of the DECLARATION, these BY-LAWS and the Rules and Regulations of the ASSOCIATION.

10.04. MASTER DECLARATION. Every OWNER of any UNIT shall comply with the TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION.

RULES AND REGULATIONS

11.01. House Rules. The BOARD OF DIRECTORS may from time to time, and subject to the provisions hereof providing for DECLARANT control, adopt, modify, amend or add to rules and regulations concerning the use of the CONDOMINIUM PROPERTY; PROVIDED, HOWEVER, that a majority of the MEMBERS may overrule the BOARD with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof. Copies of such rules and regulations or any amendments, additions or modifications, shall be delivered to each UNIT OWNER not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the CONDOMINIUM DOCUMENTS shall be adopted.

11.02. Rules and Regulations by MASTER ASSOCIATION. The MASTER ASSOCIATION may from time to time, and subject to the provisions of the MASTER DECLARATION, control, adopt, modify, amend or add to rules and regulations concerning the use of the SUBDIVISION and the CONDOMINIUM PROPERTY as more particularly provided in the MASTER DECLARATION.

AMENDMENTS TO THE BY-LAWS

12.01. Adoption. BY-LAWS may be altered, amended or appealed or new BY-LAWS may be adopted by the affirmative vote or agreement of MEMBERS or UNITS to which two-thirds (2/3) of the votes in the ASSOCIATION are allocated.

12.02. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the DECLARANT or institutional MORTGAGEE without the consent of the DECLARANT or the institutional MORTGAGEE, as the case may be. No amendment that is in conflict with the ARTICLES, the DECLARATION or the ACT shall be adopted.

12.03. Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama, with these BY-LAWS in accordance with the ACT.

MISCELLANEOUS

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

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

13.03. Conflicts. In the event of any conflict between the provisions of the DECLARATION and the BY-LAWS, the DECLARATION prevails, except to the extent the DECLARATION is inconsistent with the ACT.

13.04. Compliance. These BY-LAWS are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and the ACT and shall be considered an appendage to the DECLARATION filed prior hereto in accordance with said ACTS. In case any of these BY-LAWS conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the ACT will apply.

13.05. Right of Entry. The manager and any PERSON authorized by the BOARD shall have the right to enter each UNIT in case of any emergency originating in or threatening such UNIT whether or not the OWNER or OCCUPANT is present at the time. Every UNIT OWNER and OCCUPANT, when so required, shall permit other UNIT OWNERS or their representative to enter his UNIT at reasonable times for the purpose of performing authorized installations, alterations or repairs to the COMMON ELEMENTS therein for central services provided that requests for entry are made in advance.

13.06. Parliamentary Rules. Roberts Rules of Order (latest edition) shall govern the conduct of ASSOCIATION meetings when not in conflict with the ACT, DECLARATION or these BY-LAWS.

REGISTERED OFFICE AND AGENT

14. Name and Address. The location address of the initial registered Office of the ASSOCIATION is 18300 Scenic Highway 98, Suite B, Point Clear, Alabama 36564. The mailing address of the initial registered Office of the ASSOCIATION is Post Office Drawer 230, Point Clear, Alabama 36564. The name of the initial agent of the ASSOCIATION at such address is RICHARD H. OGBURN.

The foregoing were adopted as the BY-LAWS of BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC., at the first meeting of the BOARD OF DIRECTORS on the 13th day of May, 1998.

MARVIN BLANKS
SECRETARY

Approved:

RICHARD H. OGBURN
PRESIDENT

THIS INSTRUMENT PREPARED BY:

**Sam W. Irby
Irby & Heard, P.C.
Attorney at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555**

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MISC0095 PAGE 1687

EXHIBIT "D"

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

OWNERSHIP OF COMMON ELEMENTS

<u>UNIT Number</u>	<u>UNIT TYPE</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest In Common Elements</u>
C101	A	1,250	.91062
C102	B	674	.49101
C103	C	1,041	.75837
C104	CC	1,041	.75837
C107	CC	1,041	.75837
C108	C	1,041	.75837
C109	B	674	.49101
C110	A	1,250	.91062
C201	A	1,250	.91062
C202	B	674	.49101
C203	C	1,041	.75837
C204	CC	1,041	.75837
C205	D	986	.71830
C206	D	986	.71830
C207	CC	1,041	.75837
C208	C	1,041	.75837
C209	B	674	.49101
C210	A	1,250	.91062
C301	A	1,250	.91062
C302	B	674	.49101
C303	C	1,041	.75837
C304	CC	1,041	.75837
C305	D	986	.71830
C306	D	986	.71830
C307	CC	1,041	.75837
C308	C	1,041	.75837
C309	B	674	.49101
C310	A	1,250	.91062
C401	A	1,250	.91062
C402	B	674	.49101
C403	C	1,041	.75837
C404	CC	1,041	.75837
C405	D	986	.71830
C406	D	986	.71830
C407	CC	1,041	.75837
C408	C	1,041	.75837
C409	B	674	.49101
C410	A	1,250	.91062

EXHIBIT "D" - PAGE 2

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DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

OWNERSHIP OF COMMON ELEMENTS

<u>UNIT Number</u>	<u>UNIT TYPE</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest In Common Elements</u>
C501	A	1,250	.91062
C502	B	674	.49101
C503	C	1,041	.75837
C504	CC	1,041	.75837
C505	D	986	.71830
C506	D	986	.71830
C507	CC	1,041	.75837
C508	C	1,041	.75837
C509	B	674	.49101
C510	A	1,250	.91062
C601	A	1,250	.91062
C602	B	674	.49101
C603	C	1,041	.75837
C604	CC	1,041	.75837
C605	D	986	.71830
C606	D	986	.71830
C607	CC	1,041	.75837
C608	C	1,041	.75837
C609	B	674	.49101
C610	A	1,250	.91062
C701	A	1,250	.91062
C702	B	674	.49101
C703	C	1,041	.75837
C704	CC	1,041	.75837
C705	D	986	.71830
C706	D	986	.71830
C707	CC	1,041	.75837
C708	C	1,041	.75837
C709	B	674	.49101
C710	A	1,250	.91062
C801	A	1,250	.91062
C802	B	674	.49101
C803	C	1,041	.75837
C804	CC	1,041	.75837
C805	D	986	.71830
C806	D	986	.71830
C807	CC	1,041	.75837
C808	C	1,041	.75837
C809	B	674	.49101
C810	A	1,250	.91062

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EXHIBIT "D" - PAGE 3

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

OWNERSHIP OF COMMON ELEMENTS

<u>UNIT Number</u>	<u>UNIT TYPE</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest In Common Elements</u>
C901	A	1,250	.91062
C902	B	674	.49101
C903	C	1,041	.75837
C904	CC	1,041	.75837
C905	D	986	.71830
C906	D	986	.71830
C907	CC	1,041	.75837
C908	C	1,041	.75837
C909	B	674	.49101
C910	A	1,250	.91062
C1001	A	1,250	.91062
C1002	B	674	.49101
C1003	C	1,041	.75837
C1004	CC	1,041	.75837
C1005	D	986	.71830
C1006	D	986	.71830
C1007	CC	1,041	.75837
C1008	C	1,041	.75837
C1009	B	674	.49101
C1010	A	1,250	.91062
C1101	A	1,250	.91062
C1102	B	674	.49101
C1103	C	1,041	.75837
C1104	CC	1,041	.75837
C1105	D	986	.71830
C1106	D	986	.71830
C1107	CC	1,041	.75837
C1108	C	1,041	.75837
C1109	B	674	.49101
C1110	A	1,250	.91062
CC101	G	1,968	1.43369
CC103	C	1,041	.75837
CC104	CC	1,041	.75837
CC105	D	986	.71830
CC106	D	986	.71830
CC107	CC	1,041	.75837
CC108	C	1,041	.75837
CC110	G	1,968	1.43369

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EXHIBIT "D" - PAGE 4

Attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

OWNERSHIP OF COMMON ELEMENTS

<u>UNIT Number</u>	<u>UNIT TYPE</u>	<u>Approximate Square Footage</u>	<u>Percentage Interest In Common Elements</u>
CC201	G	1,968	1.43369
CC203	C	1,041	.75837
CC204	CC	1,041	.75837
CC205	D	986	.71830
CC206	D	986	.71830
CC207	CC	1,041	.75837
CC208	C	1,041	.75837
CC210	G	1,968	1.43369
CP1	E	2,566	1.86933
CP2	F	2,070	1.50799
CP3	F	2,070	1.50799
CP4	E	<u>2,566</u>	<u>1.86933</u>
TOTAL		137,268	100.00

EXHIBIT "D" - PAGE 5

**Attached hereto and made a part of
DECLARATION OF CONDOMINIUM
OF
BEACH CLUB PARCEL 6, A CONDOMINIUM
OWNERSHIP OF COMMON ELEMENTS**

NOTE:

UNITS C101, C110, C201, C210, C301, C310, C401, C410, C501, C510, C601, C610, C701, C710, C801, C810, C901, C910, C1001, C1010, C1101 and C1110, are CONDOMINIUM RESIDENTIAL UNITS-TYPE A.

UNITS C102, C109, C202, C209, C302, C309, C402, C409, C502, C509, C602, C609, C702, C709, C802, C809, C902, C909, C1002, C1009, C1102 and C1109 are CONDOMINIUM RESIDENTIAL UNITS-TYPE B.

UNITS C103, C108, C203, C208, C303, C308, C403, C408, C503, C508, C603, C608, C703, C708, C803, C808, C903, C908, C1003, C1008, C1103, C1108, CC103, CC108, CC203 and CC208 are CONDOMINIUM RESIDENTIAL UNITS-TYPE C.

UNITS C104, C107, C204, C207, C304, C307, C404, C407, C504, C507, C604, C607, C704, C707, C804, C807, C904, C907, C1004, C1007, C1104, C1107, CC104, CC107, CC204 and CC207 are CONDOMINIUM RESIDENTIAL UNITS-TYPE CC.

UNITS C205, C206, C305, C306, C405, C406, C505, C506, C605, C606, C705, C706, C805, C806, C905, C906, C1005, C1006, C1105, C1106, CC105, CC106, CC205 and CC206 are CONDOMINIUM RESIDENTIAL UNITS-TYPE D.

UNITS CP1 and CP4 are CONDOMINIUM RESIDENTIAL UNITS-TYPE E.

UNITS CP2 and CP3 are CONDOMINIUM RESIDENTIAL UNITS-TYPE F.

UNITS CC101, CC110, CC201 and CC210 are CONDOMINIUM RESIDENTIAL UNITS-TYPE G.

JOINDER OF MORTGAGEE

STATE OF ALABAMA :

COUNTY OF BALDWIN:

AMSOUTH BANK, an Alabama Banking Corporation ("MORTGAGEE") the owner and holder of a Mortgage which is dated August 5, 1997 and recorded August 6, 1997 in Real Property Book 768, Pages 1977 through 2024, in the Office of the Judge of Probate of Baldwin County, Alabama ("MORTGAGE") joins in the making of the DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, a Condominium, for the purpose of consenting thereto, and MORTGAGEE agrees that the lien of the MORTGAGE shall hereafter be upon the property described in said DECLARATION OF CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this the 13th day of May, 1998.

AMSOUTH BANK, an Alabama
Banking Corporation

BY: Rebecca D. Shuler

Its: Vice President

(CORPORATE SEAL)

STATE OF ALABAMA :

COUNTY OF Jefferson :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Rebecca D. Shuler, whose name as Vice President of AMSOUTH BANK, an Alabama Banking Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, She, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and seal on this the 13th day of May, 1998.

Linda L. Booth

NOTARY PUBLIC

My Commission Expires: 11/7/2001

THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555

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**ARTICLES OF INCORPORATION
OF
BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.
a Non-Profit Corporation**

The undersigned, acting as Incorporator does hereby form a corporation under the **Alabama Nonprofit Corporation Act, Code of Alabama (1975), Section 10-3A-1, et seq.**, and the **Alabama Uniform Condominium Act of 1991, Code of Alabama (1975), Section 35-8A-101, et seq.**, (hereinafter collectively referred to as the "ACTS") and adopts the following **ARTICLES OF INCORPORATION**;

ARTICLE ONE

NAME

The name of this Corporation shall be **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC. ("ASSOCIATION")**.

ARTICLE TWO

DEFINITIONS

All terms used herein shall have the meaning given for each of them stated in the **DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6**, a **Condominium ("DECLARATION")**, unless the context otherwise requires, and are hereby incorporated by reference and made a part hereof. In the event of a conflict between the provisions of the **DECLARATION, ARTICLES OF INCORPORATION** or **BY-LAWS**, the **DECLARATION** prevails, except to the extent the **DECLARATION** is inconsistent with the **ACTS**.

ARTICLE THREE

PERIOD OF DURATION

The period of duration of the **ASSOCIATION** is perpetual unless and until hereafter legally dissolved.

ARTICLE FOUR

NOT FOR PROFIT

The **ASSOCIATION** is not organized for pecuniary profit, and it shall pay no dividend, and shall distribute no part of its income to its **MEMBERS, DIRECTORS** or officers. Nevertheless, the **ASSOCIATION** may pay compensation in a reasonable amount to its **MEMBERS, DIRECTORS** and officers for services rendered; and it may confer benefits on its **MEMBERS** in conformity with the **DECLARATION** and the purposes of the **ASSOCIATION**. On termination, the **ASSOCIATION** may make distributions to its **MEMBERS** as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. All funds and properties acquired by the **ASSOCIATION** and the proceeds therefrom shall be held in trust for the **MEMBERS** of the **ASSOCIATION** in accordance with the provisions of the **ACTS**, the **DECLARATION** and the **BY-LAWS** of the **ASSOCIATION**. The **MEMBERS** of this **ASSOCIATION** shall not be personally liable for the debts, liabilities or obligations of this **ASSOCIATION**.

RECORDED
STATE OF ALABAMA
JULY 20, 1990
11:42 PM '90
M16098-1706
OFFICE OF PROBATE

ARTICLE FIVE

PURPOSES

The ASSOCIATION is organized for the purpose of administering, maintaining, operating and managing the CONDOMINIUM known as BEACH CLUB PARCEL 6, a Condominium ("CONDOMINIUM"), located in Baldwin County, Alabama, according to the DECLARATION and to do all things incident, necessary, convenient, expedient, ancillary or in aid of the accomplishment of the foregoing.

The CONDOMINIUM and the ASSOCIATION are subject to the TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION OF COVENANTS, CONDITIONS AND PROVISIONS FOR THE BEACH CLUB, a Subdivision, dated March 14, 1997 and recorded March 14, 1997, in Miscellaneous Book 92, Pages 1162 through 1215 ("MASTER DECLARATION") and the TERMS, CONDITIONS AND PROVISIONS of the ARTICLES OF INCORPORATION OF THE BEACH CLUB MASTER ASSOCIATION, INC. dated March 14, 1997 and recorded March 14, 1997, in Miscellaneous Book 92, Pages 1216 through 1222 and the BY-LAWS OF THE MASTER ASSOCIATION dated March 14, 1997 and recorded March 14, 1997, in Miscellaneous Book 92, Pages 1223 through 1234.

ARTICLE SIX

POWERS

Subject to the following, the ASSOCIATION shall have all the common law and statutory powers of a non-profit corporation and shall have all the powers, duties and authority vested in the ASSOCIATION by the ACTS, the DECLARATION or these ARTICLES, including but not limited to the following:

(1) Subject to the rights of FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, or its successors and assigns, to retain control pursuant to the MASTER DECLARATION during the CLASS "B" CONTROL PERIOD and to elect VOTING MEMBERS in accordance with the provisions of the MASTER DECLARATION, to elect and remove officers of the ASSOCIATION as provided in the BY-LAWS;

(2) To administer the affairs of the ASSOCIATION and CONDOMINIUM PROPERTY;

(3) To maintain bank accounts on behalf of the ASSOCIATION and to designate signatories required therefor;

(4) To acquire, hold, lease, mortgage or convey real, personal or mixed property, wherever situated, including with limits, UNITS in the CONDOMINIUM;

(5) To pay the cost of all taxes and utilities assessed against the CONDOMINIUM that are not assessed and billed to the OWNERS of individual UNITS;

(6) To borrow money on behalf of the ASSOCIATION when required in connection with the operation, care, upkeep and maintenance of the COMMON ELEMENTS, provided, however, that the consent of at least two-thirds (2/3) of the votes of the MEMBERS, obtained at a meeting duly called and held for such purpose in accordance with the provision of the BY-LAWS, shall be required for the borrowing of such money;

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(7) To estimate the amount of the annual budget and to make, levy, enforce and collect **ASSESSMENTS** against **UNIT OWNERS** to defray the costs, expenses and losses of the **CONDOMINIUM**, and to provide adequate remedies for failure to pay such **ASSESSMENTS**;

(8) To use the proceeds of **ASSESSMENTS** in the exercise of its powers and duties;

(9) To maintain, repair, replace and operate the **CONDOMINIUM PROPERTY**, including the reasonable right of entry upon any **UNIT** to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the **CONDOMINIUM PROPERTY** and the right to grant leases, permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the **CONDOMINIUM PROPERTY**;

(10) To purchase insurance on the **CONDOMINIUM PROPERTY**, and to purchase insurance for the protection of the **ASSOCIATION** and its **MEMBERS**, and the **DIRECTORS** and officers of the **ASSOCIATION**;

(11) To reconstruct improvements after casualty and to further improve the **CONDOMINIUM PROPERTY**;

(12) To make and amend reasonable Rules and Regulations respecting the use of the **CONDOMINIUM PROPERTY** and the operation of the **CONDOMINIUM**;

(13) To contract for the management of the **CONDOMINIUM** and to delegate to such managing agent or contractor all powers and duties of the **ASSOCIATION** except such as are specifically required by the **DECLARATION** to have approval of the **BOARD OF DIRECTORS** or the membership of the **ASSOCIATION**;

(14) To retain attorneys, accountants and other professionals;

(15) To employ personnel to perform the services required for proper operation of the **CONDOMINIUM**;

(16) To purchase a **UNIT** of the **CONDOMINIUM** for the purposes authorized in the **DECLARATION**;

(17) To enforce by legal means the provisions of the **ACTS**, the **DECLARATION**, the **ARTICLES** and **BY-LAWS** of the **ASSOCIATION**, and the Rules and Regulations for the use of the **CONDOMINIUM PROPERTY** or the property of the **ASSOCIATION**. To maintain a class action and to settle a cause of action on behalf of **OWNERS** with reference to the **COMMON ELEMENTS** and **LIMITED COMMON ELEMENTS**, the roof and structural components of a building or other improvement, and mechanical, electrical and plumbing elements serving an improvement or a building as distinguished from such elements serving only one (1) **UNIT**; and to bring an action and to settle the same on behalf of two (2) or more of the **OWNERS**, as their respective interests may appear, with respect to any cause of action relating to the **COMMON ELEMENTS** or **LIMITED COMMON ELEMENTS** or more than one (1) **CONDOMINIUM UNIT**; all as the **BOARD OF DIRECTORS** deems advisable;

(18) To procure such fidelity bonds, as the **BOARD OF DIRECTORS** deems advisable, covering officers and employees of the **ASSOCIATION** handling and responsible for the funds and personal property of the **ASSOCIATION**, and to procure liability insurance for **DIRECTORS** and officers, if the **BOARD OF DIRECTORS** deems it advisable, and the premiums of such bonds and insurance shall be paid by the **ASSOCIATION** as **COMMON EXPENSE**;

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(19) The objects and purposes set forth in these **ARTICLES** shall be construed as powers, as well as objects and purposes, and the **ASSOCIATION** shall have and may exercise such powers as if such powers were set forth in full herein;

(20) The **ASSOCIATION** shall have and may exercise all powers as shall enable the **ASSOCIATION** to do each and every thing necessary, suitable, convenient, expedient or proper for the accomplishment of any or all purposes and the attainment of any or all objects set forth in these **ARTICLES**; and

(21) The **ASSOCIATION** shall have and may exercise all powers set forth in any other **ARTICLE** of these **ARTICLES OF INCORPORATION**.

(22) Anything else contained herein to the contrary, the powers of the **ASSOCIATION** are subject to the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**.

ARTICLE SEVEN

MEMBERSHIP AND VOTING RIGHTS

This **ASSOCIATION** shall issue no shares of stock of any kind or nature whatsoever. Every **PERSON** or entity who is a record **OWNER** of a fee interest or undivided fee interest in any **UNIT** in the **CONDOMINIUM** shall be a **MEMBER** of the **ASSOCIATION**. The foregoing is not intended to include **PERSONS** or entities who hold an interest merely as security for the performance of an obligation, unless and until such security holder or **MORTGAGEE** has acquired title to the **UNIT** pursuant to foreclosure or any proceeding in lieu thereof and the deed thereby evidencing title has been duly and properly recorded at which time such security holder or **MORTGAGEE** shall become a **MEMBER** and the debtor's membership shall thereupon cease, regardless of whether or not there is an outstanding right of redemption to the **UNIT**. Membership shall be appurtenant to and may not be separated from the ownership of any **UNIT**. The share of a **MEMBER** in the funds or assets of the **ASSOCIATION** cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the **UNIT**. The **MEMBERS** shall enjoy such qualifications, rights and voting rights as may be fixed in the **DECLARATION** and in the **BY-LAWS** of the **ASSOCIATION**.

Subject to the rights of **FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership**, or its successors and assigns, to retain control pursuant to the **MASTER DECLARATION** during the **CLASS "B" CONTROL PERIOD** and to elect **VOTING MEMBERS** in accordance with the provisions of the **MASTER DECLARATION**, the **MEMBERS** shall elect a **VOTING MEMBER** to represent **UNIT OWNERS** at the **MASTER ASSOCIATION** pursuant to the provisions of the **MASTER DECLARATION**.

ARTICLE EIGHT

BOARD OF DIRECTORS

The property, business and affairs of the **ASSOCIATION** shall be managed by a **BOARD OF DIRECTORS** consisting of a number which is not less than three (3) but not more than, from time to time, shall be determined and fixed by a vote of a majority of the voting rights present at any annual or special meeting of the **MEMBERS**. Except as may otherwise be provided in the **DECLARATION** and the **BY-LAWS**, each **DIRECTOR** may be either a **PERSON** designated by the **DECLARANT** or a **PERSON** entitled to cast a vote in the **ASSOCIATION**. **DIRECTORS** may be designated or elected and removed, and vacancies on the **BOARD OF DIRECTORS** shall be filled as provided in the **DECLARATION** and the **BY-LAWS**. All the duties and powers of the **ASSOCIATION** existing under the **ACTS**, the **DECLARATION**, these **ARTICLES** and the **BY-LAWS** shall be exercised exclusively by the **BOARD OF DIRECTORS**, its agents, contractors or employees, subject only to approval by **UNIT OWNERS** when such approval is specifically required by the **ACTS**, the **DECLARATION**, these **ARTICLES** or the **BY-LAWS**.

The initial **BOARD OF DIRECTORS** shall be composed of four (4) **DIRECTORS**. The names and addresses of the four (4) **DIRECTORS** of the initial **BOARD OF DIRECTORS**, who shall hold office until election or appointment of their successors, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
WILLIAM G. YATES, JR.	One Gully Avenue Philadelphia, Mississippi 39350
MARVIN BLANKS	One Gully Avenue Philadelphia, Mississippi 39350
DAVID H. HEAD, JR.	Post Office Drawer 230 Point Clear, Alabama 36564
RICHARD H. OGBURN	Post Office Drawer 230 Point Clear, Alabama 36564

ARTICLE NINE

BY-LAWS

The **BY-LAWS** of the **ASSOCIATION** shall be adopted by the **BOARD OF DIRECTORS** and may be altered, amended or rescinded in the manner provided in the **BY-LAWS**.

ARTICLE TEN

OFFICERS

The affairs of the **ASSOCIATION** shall be administered by the officers designated in accordance with the **BY-LAWS**. The names and the addresses of the officers who shall serve until the election or appointment of their successors in accordance with the **BY-LAWS** are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>ADDRESS</u>
RICHARD H. OGBURN	President	Post Office Drawer 230 Point Clear, Alabama 36564
MARVIN BLANKS	Secretary/ Treasurer	One Gully Avenue Philadelphia, Mississippi 39350

ARTICLE ELEVEN

INDEMNIFICATION AND LIMITATION OF LIABILITY

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

A **DIRECTOR** of the **ASSOCIATION** shall not be liable to the **ASSOCIATION** or its **MEMBERS** for money damages for any action taken, or any failure to take action, as a **DIRECTOR**, except for (i) the amount of a financial benefit received by such **DIRECTOR** to which such **DIRECTOR** is not entitled; (ii) an intentional infliction of harm by such **DIRECTOR** on the **ASSOCIATION** or its **MEMBERS**; (iii) a violation of the Code of Alabama (1975), Section 10-2B-8.33 or any successor provision to such section; (iv) an intentional violation by such **DIRECTOR** of criminal law; or (v) a breach of duty of loyalty by such **DIRECTOR** to the **ASSOCIATION** or its **MEMBERS**. If the **Alabama Business Corporation Act**, or successor statute thereto, is hereafter amended to authorize the further elimination or limitation of the liability of a **DIRECTOR** of a corporation, or to provide greater rights of indemnification for any officer, **DIRECTOR**, agent or employee of a corporation, then the liability of a **DIRECTOR** of the **ASSOCIATION**, in addition to the limitations on liability provided herein, shall be limited to the fullest extent permitted by the **Alabama Business Corporation Act** as amended or any successor statute thereto, and the rights of indemnification of such officer, **DIRECTOR**, employer or agent shall be similarly enhanced to the fullest extent thereby permitted. Any repeal or modification of this **ARTICLE** by the **MEMBERS** of the **ASSOCIATION** shall be prospective only and shall not adversely affect any limitation on the liability or rights of indemnification of a **DIRECTOR** of the **ASSOCIATION** existing at the time of such repeal or modification.

ARTICLE TWELVE

INCORPORATOR

The name and address of the Incorporator of the **ASSOCIATION** is:

NAME

ADDRESS

FORT MORGAN PARADISE JOINT VENTURE,
an Alabama Partnership

Post Office Drawer 230
Point Clear, Alabama 36564

ARTICLE THIRTEEN

CONTROL

The **DECLARANT** shall retain control of the **ASSOCIATION** in accordance with the terms and conditions of the **DECLARATION**.

FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, or its successors and assigns, shall retain control of the **SUBDIVISION** as provided in the **MASTER DECLARATION**.

ARTICLE FOURTEEN

REGISTERED OFFICE AND AGENT

The location address of the initial registered Office of the **ASSOCIATION** is 18300 Scenic Highway 98, Suite B, Point Clear, Alabama 36564. The mailing address of the initial registered Office of the **ASSOCIATION** is Post Office Drawer 230, Point Clear, Alabama 36564. The name of the initial agent of the **ASSOCIATION** at such address is **RICHARD H. OGBURN**.

ARTICLE FIFTEEN

AMENDMENT

These **ARTICLES** may be amended as provided in the **ACTS**, provided that no amendment shall be in conflict with the **DECLARATION** and provided further that no amendment shall be effective to impair or dilute any rights of any **MEMBERS** that are governed by the **DECLARATION**.

ARTICLE SIXTEEN

RELATED PARTY TRANSACTIONS

No contract or other transaction between the ASSOCIATION or any person, firm, association or corporation and no other act of the ASSOCIATION shall, in the absence of fraud, be invalidated or in any way affected by the fact that any of the DIRECTORS of the ASSOCIATION are directly or indirectly, pecuniarily or otherwise interested in such contract, transaction or other act, or are related to or interested in (either as director, stockholder, officer, employee, member or otherwise) such person, firm, association or corporation. Any DIRECTOR of the ASSOCIATION individually, or any firm or association of which any DIRECTOR may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the ASSOCIATION, provided that the fact that he or she, individually, or such firm or association is so interested, shall be disclosed or known to the BOARD OF DIRECTORS or a majority of the MEMBERS thereof as shall be present at any meeting of the BOARD OF DIRECTORS or of any committee of DIRECTORS having the powers of the full BOARD, at which action upon any such contract, transaction or other act is taken, and if such fact shall be so disclosed or known, any DIRECTOR of the ASSOCIATION so related or otherwise interested may be counted in determining the presence of a quorum of any meeting of the BOARD OF DIRECTORS or of such committee, at which action upon any such contract, transaction or act shall be taken, and may vote with respect to such action with like force and effect as if he or she were not so related or interested. Any DIRECTOR of the ASSOCIATION may vote upon any contract or other transaction between the ASSOCIATION and any affiliated corporation without regard to the fact that he or she is also a director of such affiliated corporation.

ARTICLE SEVENTEEN

DISSOLUTION

The ASSOCIATION shall be dissolved upon the termination of the CONDOMINIUM in the manner provided in the DECLARATION and ACTS. Upon dissolution of the ASSOCIATION, the assets of the ASSOCIATION, if any, and all money received by the ASSOCIATION from its operations, after the payment in full of all debts and obligations of the ASSOCIATION of whatsoever kind and nature, shall be used and distributed solely and exclusively in the manner provided for in the ACTS.

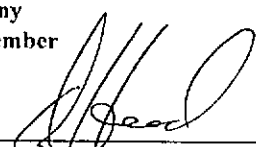
IN WITNESS WHEREOF, the Incorporator hereto has caused this instrument to be executed this the 13th day of May, 1998.

INCORPORATOR:

FORT MORGAN PARADISE JOINT VENTURE,
an Alabama Partnership

BY: HEAD (H/M) II, L.L.C., an
Alabama Limited Liability
Company
Its: Partner

BY: HEAD (H/M), L.L.C., an
Alabama Limited Liability
Company
Its: Member

BY: 
DAVID H. HEAD
Its: Manager

BY: YATES L.L.C., an Alabama
Limited Liability Company
Its: Partner

BY: M Blanks
MARVIN BLANKS
Its: Manager

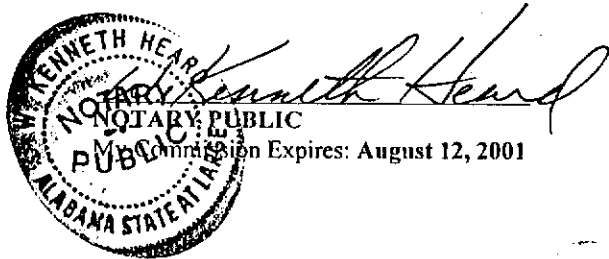
STATE OF ALABAMA :

COUNTY OF BALDWIN :

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **DAVID H. HEAD**, whose name as **Manager of HEAD (H/M), L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Member of HEAD (H/M) II, L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Partner of FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership**, is signed to the foregoing instrument, and who, being by me first duly sworn, deposes and says that he is authorized to execute this instrument on behalf of the **Company** and that the facts contained in the above and foregoing **ARTICLES OF INCORPORATION** are true and correct.

David H. Head
DAVID H. HEAD

SUBSCRIBED AND SWORN to
before me this 13th day of May, 1998.



WISC0096 PAGE 1701

STATE OF ALABAMA :

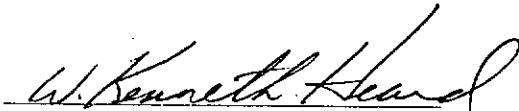
COUNTY OF BALDWIN :

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **MARVIN BLANKS**, whose name as **Manager** of **YATES L.L.C., an Alabama Limited Liability Company**, acting in its capacity as a **Partner** of **FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership**, is signed to the foregoing instrument, and who, being by me first duly sworn, deposes and says that he is authorized to execute this instrument on behalf of the **Company** and that the facts contained in the above and foregoing **ARTICLES OF INCORPORATION** are true and correct.



MARVIN BLANKS

SUBSCRIBED AND SWORN to
before me this 13th day of May, 1998.



NOTARY PUBLIC

My Commission Expires: August 12, 2001

MISC0098 REC 1702

THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555

BY-LAWS OF

BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

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BY-LAWS OF

BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

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BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.

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BY-LAWS
OF
BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.
GENERAL

1.01. Purpose. These are the **BY-LAWS** of **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.**, a non profit Alabama Corporation (hereinafter referred to as the "**ASSOCIATION**") organized pursuant to the **Alabama Uniform Condominium Act of 1991**, Code of Alabama (1975), **Section 35-8A-101, et seq.** ("**ACT**") and the "**Alabama Nonprofit Corporation Act**" Code of Alabama (1975), **Section 10-3A-1 et seq.**, for the purpose of administering **BEACH CLUB PARCEL 6**, a Condominium (hereinafter referred to as the "**CONDOMINIUM**") which is located in **Baldwin County, Alabama**.

1.02. Applicability of BY-LAWS. The provisions of these **BY-LAWS** are applicable to the **PROPERTY** of the **CONDOMINIUM** and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and **OCCUPANTS** of **UNITS** and their employees, and any other persons who may use the facilities of the **PROPERTY** in any manner are subject to these **BY-LAWS**, the **DECLARATION** and the Rules and Regulations made in accordance therewith. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a **UNIT** shall constitute an agreement that these **BY-LAWS**, the Rules and Regulations made in accordance therewith and the provisions of the **DECLARATION**, as they may be amended from time to time, are accepted, ratified and will be complied with.

1.03. Principal Office. The principal office of the **ASSOCIATION** shall be at **3682 Cypress Circle, Gulf Shores, Alabama 36542**, or at such other place as may be designated subsequently by the **BOARD OF DIRECTORS** or as the business of the **ASSOCIATION** may require. All books and records of the **ASSOCIATION** shall be kept at its principal office.

1.04. Terms Defined. "**DECLARATION**" shall mean that certain **DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6**, a Condominium, filed in the **Office of the Judge of Probate of Baldwin County, Alabama**, as the same may be amended from time to time in accordance with the terms thereof. All other terms used herein shall have the meaning given to them in the **DECLARATION** and are hereby incorporated by reference and made a part hereof.

1.05. MASTER DECLARATION. The operation and administration of the **CONDOMINIUM** shall be subject to the powers and authority reserved to **FORT MORGAN**, or its successors and assigns, in the **MASTER DECLARATION** and the powers and authority granted to the **MASTER ASSOCIATION** in the **MASTER DECLARATION**. If there is any conflict between the power and authority granted to the **ASSOCIATION** in the **DECLARATION** and the power and authority reserved to **FORT MORGAN** or granted to the **MASTER ASSOCIATION** in the **MASTER DECLARATION**, then the power and authority reserved to **FORT MORGAN**, or its successors and assigns, shall control.

MEMBERSHIP

2.01. Qualification. The qualification for membership shall be ownership of a **UNIT** in the **CONDOMINIUM**. No membership may be separated from the **UNIT** to which it is appurtenant.

2.02. No Additional Qualifications. No initiation fees, costs or dues shall be assessed against any **PERSON** as a condition of the exercise of the rights of membership except such **ASSESSMENTS**, levies and charges as are specifically authorized by the **DECLARATION**.

2.03. Succession. Except as to mortgages, the membership of each **UNIT OWNER** shall automatically terminate on the conveyance, transfer or other disposition of a **UNIT OWNER'S** interest in the **UNIT**. The **UNIT OWNER'S** membership shall automatically be transferred to the

new UNIT OWNER succeeding to such ownership interest. On the conveyance, transfer or other disposition of a portion of a UNIT OWNER'S interest in a UNIT, the transferring UNIT OWNER and the transferee shall each be MEMBERS of the ASSOCIATION in accordance with the ownership interest of each following such conveyance or transfer.

2.04. Not for Profit Corporation. The ASSOCIATION is a Not For Profit Corporation organized under the Laws of the State of Alabama and pursuant to the ACT and the "Alabama Nonprofit Corporation Act", Code of Alabama (1975), Section 10-3A-1, et seq. The ASSOCIATION shall issue no shares of stock of any kind or nature whatsoever.

MEETINGS OF MEMBERS

3.01. Annual Meeting. A meeting of the ASSOCIATION must be held at least once each year. The annual meeting of MEMBERS shall be held at the office of the ASSOCIATION at 7:30 p.m., local time, on the third Tuesday of September of each year for the purpose of electing DIRECTORS and transacting any other business authorized to be transacted by the MEMBERS; PROVIDED, HOWEVER, if that day is a legal holiday, the meeting shall be held at the same hour on the next day following that is not a legal holiday.

3.02. Change of Annual Meeting. The time of holding the annual meeting of MEMBERS may be changed at any time prior to not less than ten (10) days nor more than sixty (60) days in advance of the regular day for holding such meeting by a resolution duly adopted by the BOARD OF DIRECTORS or by the MEMBERS, provided that notice of such change be mailed to each MEMBER of record, at such address as appears upon the records of the ASSOCIATION, not less than ten (10) days before the holding of such meeting nor more than sixty (60) days in advance of the regular meeting; and further provided that each annual meeting of MEMBERS shall be held within one (1) month of the date on which it should regularly have been held but for such change.

3.03. Special Meeting. Special meetings of the MEMBERS of the ASSOCIATION may be called in accordance with the ACT.

3.04. Notice of Meeting. Notice of all meetings of MEMBERS must be given in accordance with the provisions of the ACT.

3.05. Waiver of Notice. Any MEMBER or first MORTGAGEE may waive the right to receive notice of any meeting by sending a written waiver to the BOARD OF DIRECTORS. Notice of any meeting may be waived before or after the meeting, orally or in writing. Attendance by a MEMBER at any meeting, either in person or by proxy, shall constitute waiver of notice of such meeting.

3.06. Quorum. A quorum of MEMBERS for any meeting shall be deemed present throughout such meeting if MEMBERS, represented in person or by proxy, holding more than fifty-one percent (51%) of the votes entitled to be cast at such meeting are present throughout such meeting, except as otherwise provided by the ARTICLES, by the DECLARATION or by these BY-LAWS.

3.07. Adjournment for Lack of Quorum. In the absence of a quorum at any meeting of MEMBERS, a majority of those MEMBERS entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until the requisite number of MEMBERS, present in person or by proxy, shall be present. At such adjourned meeting at which the requisite number of votes shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

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

3.09. Minutes of Meetings. The minutes of all meetings of **MEMBERS** shall be kept in a book available for inspection by **UNIT OWNERS** or authorized representatives.

3.10. Proviso. PROVIDED, HOWEVER, the DECLARANT shall retain control of the ASSOCIATION in accordance with the terms and conditions of the DECLARATION. Provided, further, FORT MORGAN PARADISE JOINT VENTURE, an Alabama Partnership, shall retain control of the MASTER ASSOCIATION and the rights of the VOTING MEMBER as provided in the MASTER DECLARATION.

VOTING RIGHTS

4.01. Votes. Voting shall be on a percentage basis and the percentage of the vote to which a **MEMBER** is entitled is the percentage assigned to the **UNIT** of which the **MEMBER** is the **OWNER**, as stated in the **DECLARATION**. The vote of a **UNIT** shall not be divisible. The designation of the **MEMBER** shall be determined as set out in the **DECLARATION**.

4.02. Votes Required to Transact Business. When a quorum is present at any meeting, the holders of a majority of the voting rights present in **PERSON** or represented by written proxy shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of the **ACT**, the **CONDOMINIUM DOCUMENTS** or the **BY-LAWS**, a different number or manner of voting is required, in which case the express provision shall govern and control the decision in question.

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

4.04. Voting by MORTGAGEE. The execution and delivery of a mortgage on a **UNIT** by its **OWNER** shall be construed as conferring upon the **MORTGAGEE** a conditional proxy to cast the vote or votes attributable to such **UNIT** at any regular or special meeting of the **ASSOCIATION**. The condition of such proxy shall be noticed by such **MORTGAGEE** to the **ASSOCIATION**, in writing, of its intent to exercise the conditional proxy rights granted to it, as **MORTGAGEE**, by the terms of this subparagraph. In the absence of such written notice, the **ASSOCIATION** shall be entitled to recognize the **UNIT OWNER** of the mortgaged **UNITS** as fully entitled to cast the vote or votes attributable. However, once such written notice is received by the **ASSOCIATION**, the **MORTGAGEE'S** right to cast the vote or votes attributable to that **UNIT** shall be recognized by the **ASSOCIATION** until the **MORTGAGEE** withdraws its intent to cast such votes in writing, or until the mortgage is paid in full and satisfied of record, whichever first occurs.

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

- Call to order
- Calling of the roll and certifying of proxies
- Proof of notice of meeting or waiver of notice
- Reading and disposal of any unapproved minutes
- Reports of officers
- Reports of committees
- Election of **DIRECTORS**
- Unfinished business
- New business
- Adjournment

4.06. Election of VOTING MEMBER. Except as provided in the **MASTER DECLARATION**, the **UNIT OWNERS** shall elect a **VOTING MEMBER** to represent the **UNIT OWNERS** of the **CONDOMINIUM (NEIGHBORHOOD)** to cast all votes attributable to **UNITS** in the **CONDOMINIUM (NEIGHBORHOOD)** for election of Directors of the **MASTER ASSOCIATION**, amending the **MASTER DECLARATION** or the **MASTER BY-LAWS** and all other matters provided for in the **MASTER DECLARATION** and the **MASTER BY-LAWS** all in accordance with the **TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS** contained in the **MASTER DECLARATION**. **PROVIDED, HOWEVER**, during the **CLASS "B" CONTROL PERIOD, FORT MORGAN**, or the successors and assigns of **FORT MORGAN** shall have the exclusive right to take all actions and the exclusive right to vote on all matters to be voted on by the **MEMBERS** or **VOTING MEMBERS** as more specifically provided for in the **MASTER DECLARATION**.

BOARD OF DIRECTORS

5.01. Number. The affairs of the **ASSOCIATION** shall be conducted by a **BOARD OF DIRECTORS** which shall consist of **three (3) DIRECTORS** in number.

5.02. Qualification. Except for **DIRECTORS** appointed by the **DECLARANT**, each **DIRECTOR** shall be a **UNIT OWNER**. If a **UNIT OWNER** is a Trust, then the beneficiary of the Trust may be a **DIRECTOR**; and if a **UNIT OWNER** is a corporation or partnership, then an officer, partner or employee of such **UNIT OWNER** may be a **DIRECTOR**. If a **DIRECTOR** shall cease to meet such qualifications during his term, he shall cease to be a **DIRECTOR** and his place on the **BOARD** shall be vacant.

5.03. Appointment by DECLARANT. The initial **BOARD OF DIRECTORS**, as well as successive **DIRECTORS** shall be appointed by the **DECLARANT**, and may be removed by the **DECLARANT** at any time in accordance with the **DECLARATION**. The **DIRECTORS** appointed by the **DECLARANT** need not be **UNIT OWNERS**.

5.04. Nomination for Election. Nomination for election to the **BOARD OF DIRECTORS** shall be made from the floor at the annual meeting of **MEMBERS** or at any other meeting of **MEMBERS** called for the purpose of electing **DIRECTORS**. Nominations shall also be made by a nominating committee appointed by the **BOARD** prior to the annual meeting of the **MEMBERS** or prior to any other meeting of **MEMBERS** called for the purpose of electing **DIRECTORS**.

5.05. Election of DIRECTORS. **DIRECTORS** shall be elected in accordance with the **ACT** and the provisions of the **CONDOMINIUM DOCUMENTS**. **DIRECTORS** shall be elected at the annual meeting of **MEMBERS** or at a special meeting called for that purpose. The election shall be by secret ballot (unless dispensed with by unanimous consent) and each **MEMBER** shall be entitled to vote for each vacancy. There shall be no cumulative voting. Those candidates receiving the greatest number of votes cast either in person or by proxy shall be elected.

5.06. Term. Each **DIRECTOR** elected by the **MEMBERS** shall hold office until the next annual meeting of **MEMBERS**, and until his successor shall be elected and qualified, or until he resigns or is removed in any manner provided elsewhere herein. Each **DIRECTOR** appointed by the **DECLARANT** shall hold office until he resigns, is removed by the **DECLARANT**, or his term expires as provided for herein and in the **DECLARATION**.

5.07. Vacancies. Any vacancy in the position of a **DIRECTOR** elected by the **MEMBERS** of the **ASSOCIATION** shall be filled by a majority vote of the remaining **DIRECTORS**, and any **DIRECTOR** so elected shall hold office for a term equal to the unexpired term of the **DIRECTOR** whom he succeeds. Any vacancy in the position of a **DIRECTOR** appointed by the **DECLARANT** shall be filled by the **DECLARANT**, except as provided in the **ACT**.

5.08. Removal. Any **DIRECTOR** may be removed in accordance with the provisions of the **ACT**. The vacancy in the **BOARD OF DIRECTORS** so created shall be filled by the **MEMBERS** at the same meeting.

5.09. Compensation. A **DIRECTOR** shall not receive any compensation for any services he may render to the **ASSOCIATION** as a **DIRECTOR**; **PROVIDED, HOWEVER**, that any **DIRECTOR** may be reimbursed for actual out-of-pocket expenses incurred by him in his performance of his duties.

5.10. Proviso. **PROVIDED, HOWEVER**, the **DECLARANT** shall retain control of the **ASSOCIATION** in accordance with the terms and conditions of the **DECLARATION**.

MEETINGS OF DIRECTORS

6.01. Regular Meetings. Regular meetings of the **BOARD OF DIRECTORS** may be held at such time and place as shall be determined, from time to time, by a majority of the **DIRECTORS**. Notice of regular meetings shall be given to each **DIRECTOR**, personally or by mail, telephone or telegraph, not less than **ten (10)** nor more than **sixty (60) days** in advance of any meeting.

6.02. Special Meetings. Special meetings of the **DIRECTORS** may be called by the **President** and must be called by the **Secretary** at the written request of **one-third (1/3)** of the votes of the **BOARD**. Not less than **three (3) days** notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

6.03. Open Meetings. All meetings of the **BOARD OF DIRECTORS** shall be open to all **MEMBERS** of the **ASSOCIATION**, and notice of such meetings shall be posted conspicuously on the **CONDOMINIUM PROPERTY** at least **forty-eight (48) hours** prior to the meeting, except in the event of an emergency.

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

6.05. Quorum. A quorum shall consist of the number of **DIRECTORS** entitled to cast a majority of the votes of the entire **BOARD OF DIRECTORS**. The acts of the **DIRECTORS** approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the **BOARD OF DIRECTORS**. The joinder of a **DIRECTOR** in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a **DIRECTOR** for the purpose of determining a quorum.

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

6.07. Minutes of Meetings. The minutes of all meetings of the **BOARD OF DIRECTORS** shall be kept in a minute book available for inspection by **UNIT OWNERS**, or their authorized representatives, or any **DIRECTORS** at any reasonable time.

6.08. Presiding Officer. The presiding officer of **DIRECTORS'** meetings shall be the **President**. In the absence of the **President**, the **DIRECTORS** present shall designate **one (1)** of their number to preside.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01. Powers Defined. The **BOARD OF DIRECTORS** shall have the power to exercise all powers, duties and authority vested in the **ASSOCIATION** by the **ACT**, the **DECLARATION**, the **ARTICLES OF INCORPORATION** of the **ASSOCIATION** or these **BY-LAWS**, except for such powers and duties reserved thereby to the **MEMBERS** or the **DECLARANT** and except for

such powers and duties reserved to **FORT MORGAN**, its successors and assigns, or the **MASTER ASSOCIATION** in the **MASTER DECLARATION**.

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

7.03. Managing Agent. The **BOARD OF DIRECTORS** shall be authorized to employ the services of a manager or managing agent, who may either be a **DIRECTOR**, officer or employee of the **ASSOCIATION**, or an independent **PERSON** or firm qualified to manage the **PROPERTY** and affairs of the **CONDOMINIUM** under the supervision of the **BOARD**. The compensation paid to any such manager or managing agent shall be in the amount established from time to time by the **BOARD**.

7.04. Order of Business. The order of business at **DIRECTORS'** meetings shall be:

- Call of Roll
- Proof of due notice of meeting
- Reading and disposal of unapproved minutes
- Reports of officers and committees
- Election of Officers
- Unfinished business
- New business
- Adjournment

OFFICERS

8.01. Executive Officers. The executive officers of the **ASSOCIATION** shall be a **President**, who shall be a **DIRECTOR**; a **Vice President**, who shall be a **DIRECTOR**; and a **Secretary Treasurer**, who shall be a **DIRECTOR**, all of whom shall be elected annually by the **BOARD OF DIRECTORS** and who may be peremptorily removed by vote of the **DIRECTORS** at any meeting in accordance with the **ACT**. Any **PERSON** may hold **two (2)** or more offices, except that the **President** shall not also be the **Secretary**. The **BOARD OF DIRECTORS** shall from time to time elect such other officers and designate their powers and duties as the **BOARD** shall find to be required to manage the affairs of the **ASSOCIATION**.

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

8.03. Resignation and Removal. Any officer may be removed from office either with or without cause in accordance with the **ACT**. Any officer may resign at any time by giving written notice to the **BOARD**. Such resignation shall take effect on the date of receipt or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.04. Vacancies. A vacancy in any office shall be filled by a majority vote of the **DIRECTORS** at any meeting. An officer elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds.

8.05. Compensation. An officer shall not receive any compensation for any service he may render to the **ASSOCIATION** as an officer; **PROVIDED, HOWEVER**, that any officer may be reimbursed for actual out-of-pocket expenses incurred by him in the performance of his duties.

8.06. President. The **President**, who shall be a **DIRECTOR**, is the chief executive officer of the **ASSOCIATION**, and shall have all the powers and duties that are usually vested in the office of **President** of a **CONDOMINIUM ASSOCIATION**, including but not limited to the following powers:

- (1) To preside over all meetings of the **MEMBERS** and of the **BOARD**.
- (2) To sign as **President** all deeds, contracts and other instruments that have been duly approved by the **BOARD**.
- (3) To call meetings of the **BOARD** whenever he deems it necessary in accordance with the Rules.
- (4) To have the general supervision, direction and control of the affairs of the **ASSOCIATION**.

8.07. Vice President. The **Vice President**, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the Office of the **Vice President** of a **CONDOMINIUM ASSOCIATION**. The **Vice President** shall, in the absence of or disability of the **President**, exercise the powers and perform the duties of the **President**. He shall also generally assist the **President** and exercise such other powers and perform such other duties as shall be prescribed by the **DIRECTORS**.

8.08. Secretary. The **Secretary**, who shall be a **DIRECTOR**, shall have all the powers and duties that are usually vested in the **Secretary** of a **CONDOMINIUM ASSOCIATION**. The **Secretary** shall keep the minutes of all proceedings of the **DIRECTORS** and the **MEMBERS**. He shall attend to the giving and serving of all notices to the **MEMBERS** and **DIRECTORS** and other notices required by law. He shall have custody of the seal of the **ASSOCIATION** and affix the same to instruments requiring a seal when duly signed. To sign as **Secretary** all deeds, contracts, all other instruments which have been duly approved by the **BOARD**, if said instrument requires the signature or attestation of the **Secretary**. He shall keep the records of the **ASSOCIATION**, except those of the **Treasurer**, and shall perform all other duties incident to the Office of the **Secretary** of an **ASSOCIATION** as may be required by the **DIRECTORS** or the **President**.

8.09. Treasurer. The **Treasurer**, who shall be a **DIRECTOR**, shall be the Financial Officer of the **ASSOCIATION**, and shall have all the powers and duties that are usually vested in the **Treasurer** of a **CONDOMINIUM ASSOCIATION**. The **Treasurer** shall have custody of all **PROPERTY** of the **ASSOCIATION**, including funds, securities and evidences of indebtedness. He shall keep the financial records and books of account of the **ASSOCIATION** in accordance with good accounting practices; shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the **COMMON AREAS** and facilities, specifying and itemizing the maintenance and repair expenses of the **COMMON AREAS** and facilities and any other expenses incurred; and he shall perform all other duties incident to the Office of the **Treasurer**. The records, books of account and the vouchers authorizing payments, shall be available for examination by a **MEMBER** of the **ASSOCIATION** at convenient hours of weekdays.

FISCAL MANAGEMENT

9.01. The Fiscal Year. The fiscal year of the **ASSOCIATION** shall be such as shall from time to time be established by the **ASSOCIATION**.

9.02. Budget. The **BOARD OF DIRECTORS** shall adopt a Budget for each calendar year in accordance with the **ACT**, which shall include estimated **COMMON EXPENSES**, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. The Budget shall also include reserve accounts for capital expenditures, deferred maintenance, reserves and contingencies. The amount reserved shall be computed by means of a formula that is based on the estimated life and estimated replacement cost of each reserve item. The Budget shall also set forth each **UNIT OWNER'S** proposed **ASSESSMENT** for **COMMON EXPENSES** and **LIMITED COMMON EXPENSES**. Copies of the Budget and proposed **ASSESSMENTS** shall be transmitted to each **MEMBER** in accordance with the **ACT**.

9.03. Adoption of the Annual Budget. The **BOARD OF DIRECTORS** shall prepare or cause to be prepared a proposed annual budget for each fiscal year of the **ASSOCIATION** in accordance with the **ACT**.

9.04. ASSESSMENTS. **ASSESSMENTS** for **COMMON EXPENSES** and **LIMITED COMMON ASSESSMENTS** shall be made in accordance with the **ACT**, the **DECLARATION** and these **BY-LAWS**. **ASSESSMENTS** shall be collected by the **ASSOCIATION** on a monthly basis as follows: On or before the first day of each month of the fiscal year for which the **ASSESSMENTS** are made, each **UNIT OWNER** shall pay **one-twelfth (1/12)** of his share of the **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** for such year as shown by the annual budget. The **ASSESSMENTS** of the **COMMON EXPENSES** and **LIMITED COMMON EXPENSES** shall be set forth in the **DECLARATION**, but the yearly **ASSESSMENT** for each **UNIT OWNER** for **COMMON EXPENSES** shall be in proportion to his respective ownership interest in the **COMMON ELEMENTS** and the **ASSESSMENT** for the **LIMITED COMMON ELEMENTS** shall be in accordance with the **DECLARATION**. The **BOARD OF DIRECTORS** may cause to be sent to each **UNIT OWNER**, on or before the first day of each month, a statement of the monthly **ASSESSMENTS**. However, the failure to send or receive such monthly statement shall not relieve the **UNIT OWNER** of his obligation to make timely payment of the monthly **ASSESSMENTS**. If the **BOARD** shall not approve an annual budget or shall fail to determine new monthly **ASSESSMENTS** for any year, or shall be delayed in doing so, each **UNIT OWNER** shall continue to pay the amount of his monthly **ASSESSMENT** as last determined. No **UNIT OWNER** shall be relieved of his obligation to pay his **ASSESSMENT** by abandonment of his **UNIT** or lack of use of the **COMMON ELEMENTS**.

9.05. Reserves for Replacements. The **ASSOCIATION** shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the **COMMON AREAS**. The fund shall be maintained out of regular **ASSESSMENTS**.

9.06. Lien for Expenses. If any **UNIT OWNER** shall fail or refuse to make any payment of the **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** or other **ASSESSMENTS** when due, the amount due, together with costs, reasonable attorney's fees and interest thereon at a rate to be set by the **BOARD OF DIRECTORS** but in no event greater than **eighteen percentage (18%)** rate from and after the date said **COMMON EXPENSES** or **LIMITED COMMON EXPENSES** or other **ASSESSMENTS** became due and payable in accordance with the **DECLARATION** and the **ACT**, shall constitute a lien on the interest of the **UNIT OWNER** in the **PROPERTY**.

9.07. Acceleration of Assessment Installments Upon Default. If a **UNIT OWNER** shall be in default in the payment of an installment upon any **ASSESSMENT** for a period of more than **thirty (30) days**, the **BOARD** may accelerate the remaining installments of such **ASSESSMENT** upon notice thereof to the **UNIT OWNER**, and thereupon the unpaid balance of the **ASSESSMENT** shall come due upon the date stated in the notice, but not less than **ten (10) days** after delivery thereof to the **UNIT OWNER**, or not less than **twenty (20) days** after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Upon default in the payment of an installment upon any **ASSESSMENT**, the **BOARD** of the **ASSOCIATION** shall be entitled to charge interest and service charges at the highest available rate allowable under the **ACT**.

9.08. Default. In the event an **OWNER** of a **UNIT** does not pay any sums, charges or **ASSESSMENTS** required to be paid to the **ASSOCIATION** within **thirty (30) days** from the due date, the **ASSOCIATION** may foreclose the lien encumbering the **UNIT** created by non-payment of the required moneys in accordance with the **ACT**; provided that **thirty (30) days** prior notice of the intention to foreclose shall be mailed, postage prepaid, to the **UNIT OWNER** and to all **PERSONS** having a mortgage lien or other interest of record in such **UNIT** as shown in the **ASSOCIATION'S** record of ownership. The **ASSOCIATION** shall be entitled to the appointment of a receiver, if it so requests. The **ASSOCIATION** shall have the right to bid-in the **UNIT** at a foreclosure sale and to acquire, hold, mortgage and convey the same. In any such foreclosure action, the lien of the **ASSOCIATION** shall be as stated in the **DECLARATION**. In lieu of foreclosing its lien, the **ASSOCIATION** may bring suit to recover a money judgment for any sums, charges or

ASSESSMENTS required to be paid to the ASSOCIATION without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the ASSOCIATION against a UNIT OWNER, the losing defendants shall pay the cost thereof together with a reasonable attorney's fee.

If the ASSOCIATION becomes the OWNER of a UNIT by reason of foreclosure, it shall offer said UNIT and properties for sale and at such time as a sale is consummated it shall deduct from such proceeds all sums of money due it for monthly ASSESSMENTS and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the UNIT, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the family UNIT in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former OWNER of the UNIT in question.

9.09. Supplemental Assessments. If during the course of any fiscal year, it shall appear to the BOARD that the monthly ASSESSMENTS, as determined in the annual budget, are insufficient or inadequate to cover the estimated COMMON EXPENSES or LIMITED COMMON EXPENSES for the remainder of such year, then the BOARD shall prepare and approve a supplemental budget covering the estimated deficiency. Copies of the supplemental budget shall be delivered to each UNIT OWNER, and thereupon a supplemental ASSESSMENT shall be made to each UNIT OWNER for his proportionate share of the supplemental budget.

9.10. Annual Statement. Within sixty (60) days after the end of each fiscal year, the BOARD shall cause to be furnished to each UNIT OWNER, a statement for the year so ended showing the receipts and expenditures of the ASSOCIATION, and such other information as the BOARD may deem desirable.

9.11. Accounting Records. The BOARD shall cause to be kept, in accordance with generally accepted accounting principles, a record of all receipts and expenditures; and a separate account for each UNIT showing the ASSESSMENTS or other charges due, the due dates thereof, the present balance due, and any interest in COMMON SURPLUS. Such records shall be open to inspection by UNIT OWNERS at reasonable times.

9.12. Depository. The depository of the ASSOCIATION shall be such bank or banks and/or savings and loan associations as shall be designated from time to time by the DIRECTORS and in which moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such account shall be only by checks signed by such PERSONS as are authorized by the DIRECTORS.

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

OBLIGATIONS OF THE OWNERS

10.01. ASSESSMENTS. Every OWNER of any UNIT in the CONDOMINIUM shall contribute pro rata toward the expense of administration of the CONDOMINIUM, as provided in the DECLARATION and in these BY-LAWS. Each ASSESSMENT against a UNIT shall also be the personal obligation of the OWNER at the time the ASSESSMENT fell due. Such personal obligation shall not pass to successors in title unless assumed by such successors, or required by applicable law.

10.02. Maintenance and Repair. Every OWNER of any UNIT in the CONDOMINIUM shall promptly perform all maintenance and repair work, as provided in the ARTICLES, the DECLARATION or these BY-LAWS. An OWNER shall reimburse the ASSOCIATION for any expenditures incurred in repairing or replacing any COMMON AREAS or facilities damaged through the OWNER'S fault.

10.03. Use of Units. All UNITS shall be utilized in accordance with the provisions of the DECLARATION, these BY-LAWS and the Rules and Regulations of the ASSOCIATION.

10.04. MASTER DECLARATION. Every OWNER of any UNIT shall comply with the TERMS, CONDITIONS, PROVISIONS AND RESTRICTIONS contained in the MASTER DECLARATION.

RULES AND REGULATIONS

11.01. House Rules. The BOARD OF DIRECTORS may from time to time, and subject to the provisions hereof providing for DECLARANT control, adopt, modify, amend or add to rules and regulations concerning the use of the CONDOMINIUM PROPERTY; PROVIDED, HOWEVER, that a majority of the MEMBERS may overrule the BOARD with respect to any such rules and regulations or modifications thereof or any amendments or additions thereof. Copies of such rules and regulations or any amendments, additions or modifications, shall be delivered to each UNIT OWNER not less than fourteen (14) days prior to the effective date thereof. No rule or regulation that is in conflict with the CONDOMINIUM DOCUMENTS shall be adopted.

11.02. Rules and Regulations By MASTER ASSOCIATION. The MASTER ASSOCIATION may from time to time, and subject to the provisions of the MASTER DECLARATION, control, adopt, modify, amend or add to rules and regulations concerning the use of the SUBDIVISION and the CONDOMINIUM PROPERTY as more particularly provided in the MASTER DECLARATION.

AMENDMENTS TO THE BY-LAWS

12.01. Adoption. BY-LAWS may be altered, amended or appealed or new BY-LAWS may be adopted by the affirmative vote or agreement of MEMBERS or UNITS to which two-thirds (2/3) of the votes in the ASSOCIATION are allocated.

12.02. Prohibited Amendments. No amendment may be adopted that would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted to the DECLARANT or institutional MORTGAGEE without the consent of the DECLARANT or the institutional MORTGAGEE, as the case may be. No amendment that is in conflict with the ARTICLES, the DECLARATION or the ACT shall be adopted.

12.03. Recording. Any amendment shall become effective when recorded in the Office of the Judge of Probate of Baldwin County, Alabama, with these BY-LAWS in accordance with the ACT.

MISCELLANEOUS

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

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

13.03. Conflicts. In the event of any conflict between the provisions of the DECLARATION and the BY-LAWS, the DECLARATION prevails, except to the extent the DECLARATION is inconsistent with the ACT.

13.04. Compliance. These **BY-LAWS** are set forth to comply with the requirements of the Alabama Nonprofit Corporation Act and the **ACT** and shall be considered an appendage to the **DECLARATION** filed prior hereto in accordance with said **ACTS**. In case any of these **BY-LAWS** conflict with the provisions of said statutes, it is hereby agreed and accepted that the provisions of the **ACT** will apply.

13.05. Right of Entry. The manager and any **PERSON** authorized by the **BOARD** shall have the right to enter each **UNIT** in case of any emergency originating in or threatening such **UNIT** whether or not the **OWNER** or **OCCUPANT** is present at the time. Every **UNIT OWNER** and **OCCUPANT**, when so required, shall permit other **UNIT OWNERS** or their representative to enter his **UNIT** at reasonable times for the purpose of performing authorized installations, alterations or repairs to the **COMMON ELEMENTS** therein for central services provided that requests for entry are made in advance.

13.06. Parliamentary Rules. **Roberts Rules of Order** (latest edition) shall govern the conduct of **ASSOCIATION** meetings when not in conflict with the **ACT**, **DECLARATION** or these **BY-LAWS**.

REGISTERED OFFICE AND AGENT

14. Name and Address. The location address of the initial registered Office of the **ASSOCIATION** is **18300 Scenic Highway 98, Suite B, Point Clear, Alabama 36564**. The mailing address of the initial registered Office of the **ASSOCIATION** is **Post Office Drawer 230, Point Clear, Alabama 36564**. The name of the initial agent of the **ASSOCIATION** at such address is **RICHARD H. OGBURN**.

The foregoing were adopted as the **BY-LAWS** of **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.**, at the first meeting of the **BOARD OF DIRECTORS** on the 13th day of **May, 1998**.



MARVIN BLANKS
SECRETARY

Approved:



RICHARD H. OGBURN
PRESIDENT

THIS INSTRUMENT PREPARED BY:

Sam W. Irby
Irby & Heard, P.C.
Attorney at Law
317 Magnolia Avenue
Post Office Box 1031
Fairhope, Alabama 36533
(334)928-4555

**WRITTEN CONSENT TO ACTION IN LIEU OF
THE ORGANIZATIONAL MEETING OF
THE INCORPORATOR AND BOARD OF DIRECTORS OF
BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.**

The undersigned, being the sole Incorporator and all of the **DIRECTORS** of **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC. ("ASSOCIATION")**, in lieu of an organizational meeting of the Incorporator and **BOARD OF DIRECTORS**, hereby consent to the taking of the following actions by the Incorporator and the **BOARD OF DIRECTORS** of the **ASSOCIATION** without a meeting:

1. APPROVAL OF ACTIONS OF INCORPORATOR. The actions of the Incorporator in executing and filing the **ARTICLES OF INCORPORATION** are approved, confirmed and ratified.

2. ELECTION OF DIRECTORS. The following are elected to serve as **DIRECTORS** of the **ASSOCIATION** until the first annual meeting of the **MEMBERS** of the **ASSOCIATION** and thereafter until their successors are duly qualified and elected:

WILLIAM G. YATES, JR.

MARVIN BLANKS

DAVID H. HEAD, JR.

RICHARD H. OGBURN

3. ELECTION OF OFFICERS. The following are elected to serve as Officers of the ASSOCIATION until the first annual meeting of the BOARD OF DIRECTORS and thereafter until their successors are duly qualified and elected:

RICHARD H. OGBURN - President

MARVIN BLANKS - Secretary-Treasurer

4. **ADOPTION OF BY-LAWS.** Recognizing that the initial **BY-LAWS** of the **ASSOCIATION** must be adopted, the **BY-LAWS** are hereby adopted and approved as the **BY-LAWS** of the **ASSOCIATION**. The **Secretary** is directed to file the same in the minute book of the **ASSOCIATION** with this **Written Consent**.

5. **ASSOCIATION BOOKS.** The Secretary is authorized and directed to procure the necessary ASSOCIATION books and to comply with the Alabama Uniform Condominium Act of 1991.

6. **SEAL OF THE ASSOCIATION.** The ASSOCIATION seal, an impression of which is herewith affixed, is adopted as the official seal of the ASSOCIATION.

(Affix Corporate Seal)

7. **INSERTION OF ARTICLES OF INCORPORATION IN MINUTE BOOK.** The Secretary is instructed to insert the **ARTICLES OF INCORPORATION** in the Minute Book.

8. **BANKING.** Any national bank located within the **United States of America** may be designated as the bank in which the funds of the **ASSOCIATION** shall be, by its officers, employees, or servants, deposited. The bank account or accounts shall be kept in the **ASSOCIATION** name. All checks or drafts drawn against said bank, in addition to the **ASSOCIATION** name, shall bear the personal signature of the **President** and **Secretary-Treasurer**. All banking by the **ASSOCIATION** shall be done in accordance with the **Alabama Uniform Condominium Act of 1991** and the Laws of the **State of Alabama**.

9. **CERTIFICATION.** The **Secretary** is hereby empowered and privileged to certify as to the actions taken herein or by executing certificates to such bank or banks on such of their form or forms as may be generally used by such banking houses for such purposes.

10. **RULES AND REGULATIONS.** A statement of Rules and Regulations governing the administration and use of the **CONDOMINIUM** is hereby approved, confirmed and ratified.

11. **BUDGET.** The proposed budget of estimated maintenance expenses for the **CONDOMINIUM** is hereby approved, confirmed and ratified.

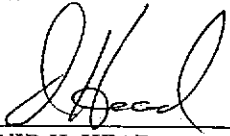
DONE this 13th day of **May, 1998**.

INCORPORATOR:

FORT MORGAN PARADISE JOINT VENTURE,
an Alabama Partnership

BY: HEAD (H/M) II, L.L.C., an
Alabama Limited Liability
Company
Its: Partner

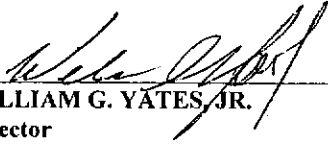
BY: HEAD (H/M), L.L.C., an
Alabama Limited Liability
Company
Its: Member

BY: 
DAVID H. HEAD
Its: Manager

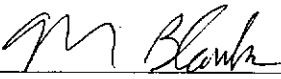
BY: YATES L.L.C., an Alabama
Limited Liability Company
Its: Partner

BY: 
MARVIN BLANKS
Its: Manager

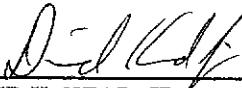
DIRECTORS:



WILLIAM G. YATES, JR.
Director



MARVIN BLANKS
Director



DAVID H. HEAD, JR.
Director



RICHARD H. OGBURN
Director

RULES AND REGULATIONS
CONCERNING USE OF
BEACH CLUB PARCEL 6, A CONDOMINIUM

COMMUNITY RULES

In addition to those Rules and Regulations contained in the **DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM**, ("DECLARATION") the following **RULES AND REGULATIONS** are hereby adopted by **BEACH CLUB PARCEL 6 CONDOMINIUM OWNER'S ASSOCIATION, INC.** ("ASSOCIATION"):

1. The facilities of the **CONDOMINIUM** are for the use of **CONDOMINIUM UNIT OWNERS** and their invited guests.

All **PERSONS** must comply with the requirements of the **Alabama Uniform Condominium Act of 1991**, **ARTICLES OF INCORPORATION** of the **ASSOCIATION**, **BY-LAWS** of the **ASSOCIATION**, the **DECLARATION** and these **RULES AND REGULATIONS**.

2. The sidewalks, entrances, passages, public halls, elevator, corridors and stairways of or appurtenant to the **BUILDING** shall not be obstructed or used for any other purpose than ingress to and egress from the **BUILDING** and the **UNIT**. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use. **PROVIDED, HOWEVER**, the **ASSOCIATION** must give reasonable accommodation to any handicapped person as required by the **Federal Fair Housing Act** and the **Alabama Fair Housing Act**.

No vehicle belonging to a **UNIT OWNER** or to a member of the family or guest, tenant or employee of a **UNIT OWNER** shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the **BUILDING** by another vehicle. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, and for parking. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No parking space, driveway or other areas shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer or any other sort of towed vehicle or object. The **OWNERS**, their employees, servants, agents, visitors, licensees and family shall obey the parking regulations posted in the private streets, parking areas and drives, and any other traffic regulations promulgated for the safety, comfort or convenience of the **OWNERS**. Washing of cars, boats and vehicles is prohibited except in areas which may be designated, from time to time, by the **ASSOCIATION**.

3. No bicycles, scooters or similar vehicles shall be taken into or from the **BUILDING** through the main entrance or be allowed in any of the elevators other than the elevator designed by the **BOARD** for that purpose, and no baby carriages or any of the above mentioned vehicles shall be allowed to stand in the common halls, passageways or other common areas of the **BUILDING**.

4. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevator, corridors, stair-ways or fire towers of the **BUILDING**.

5. All service and delivery persons will be required to use the entrance designated by the **BOARD**.

6. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the **COMMON AREA** or **LIMITED COMMON ELEMENT**, except those areas specifically designated by the **ASSOCIATION**. Nothing shall be hung or shaken from any doors, windows, roofs, balconies, terraces or patios or placed upon the window sills or balconies of the **BUILDING**. No laundry or other articles may be placed or hung on the exterior portions of a **UNIT**. No **UNIT OWNER** shall install any plantings on any terrace, balcony, patio or roof except

with the permission of the **BOARD**.

7. Except as otherwise provided in the **BY-LAWS**, no public hall or public elevator of the **BUILDING** shall be decorated or furnished by any **UNIT OWNER**.

8. Each **UNIT OWNER** shall keep such **UNIT** in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the **BOARD** may direct. Garbage cans shall be deposited in garbage collection areas designated for that purpose in order to accommodate the garbage pick-up service. No trash or other articles shall be burned, and all disposal shall be in accordance with such further **RULES AND REGULATIONS** as shall, from time to time, be promulgated by the **BOARD** and posted.

9. No window guards or other window decorations shall be used in or about any **UNIT** except such as shall have been approved in writing by the **BOARD**.

10. No radio or television aerial shall be attached to or hung from the exterior of the **BUILDING** and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the **BUILDING** except such as are permitted pursuant to the **DECLARATION** or the **BY-LAWS** and shall have been approved in writing by the **BOARD**; nor shall anything be projected from any window of a **UNIT** without similar approval.

11. No ventilator or air conditioning device shall be installed in any **UNIT** without the prior written approval of the **BOARD**.

12. All radio, television or other electrical equipment of any kind or nature installed or used in each **UNIT** shall fully comply with all rules, regulations, requirements or recommendations of the local fire department and the public authorities having jurisdiction, and the **UNIT OWNER** alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such **UNIT OWNER'S UNIT**.

13. No **UNIT OWNER** shall make or permit any disturbing noises or activity in the **CONDOMINIUM**, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other **UNIT OWNERS** or tenants. No **UNIT OWNER** shall play upon or cause to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, loud speaker or other sound amplification device in such **UNIT OWNER'S UNIT** between 10:00 p.m. and the following 9:00 a.m., if the same shall disturb or annoy other occupants of the **CONDOMINIUM**, and in no event shall practice or cause to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction or repair work or other installation involving noise shall be conducted in any **UNIT** except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency. **UNIT OWNERS** shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their **UNITS** or any terrace or deck appurtenant thereto.

14. Water-closets and other water apparatus shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a **UNIT** shall be repaired and paid for by the owner of such **UNIT**.

15. The agents of the **BOARD** and any contractor or workman authorized by the **BOARD** may enter any room or **UNIT** at any reasonable hour of the day for the purpose of inspecting such **UNIT** for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such **UNIT** for permitted purposes.

16. The **BOARD** may retain a pass-key to each **UNIT**. If any lock is altered or a new

lock is installed, the **BOARD** shall be provided with a key thereto immediately upon such alteration or installation. If the **UNIT OWNER** is not personally present to open and permit an entry to the **UNIT** of said **OWNER** at any time when an entry therein is necessary or permissible under these **RULES AND REGULATIONS** or under the **BY-LAWS** and has not furnished a key to the **BOARD**, then the **BOARD** or the agents of the **BOARD** (but, except in an emergency, only when specifically authorized by an officer of the **ASSOCIATION**) may forcibly enter such **UNIT** without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such **UNIT OWNER'S** property).

17. The **BOARD** may from time to time curtail or relocate any portion of the **COMMON ELEMENTS** devoted to storage or service purposes in the **CONDOMINIUM**.

18. **UNIT OWNERS**, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the **BUILDING**.

19. No **UNIT OWNER** or any of the agents, servants, employees, licensees or visitors of a **UNIT OWNER** shall at any time bring into or keep in such **UNIT** any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such **UNIT**.

20. If any key or keys are entrusted by a **UNIT OWNER** or by any member of the family of a **UNIT OWNER** or by an agent, servant, employee, licensee or visitor to an employee of the **ASSOCIATION**, whether for such **UNIT OWNER'S UNIT** or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such **UNIT OWNER**, and the **BOARD** shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. Nothing shall be done or kept in any **UNIT** or in the **COMMON ELEMENTS** which will increase the rate of insurance of the **BUILDING** or contents thereof without the prior written consent of the **BOARD**. No **UNIT OWNER** or occupant shall permit anything to be done or kept in the **UNIT** of a **UNIT OWNER** or in the **COMMON ELEMENTS** which will result in the cancellation of insurance on the **BUILDING** or which would be in violation of any law. No waste shall be committed in the **COMMON ELEMENTS**.

22. No group tour or exhibition of any **UNIT** or the contents of any **UNIT** shall be conducted, nor shall any auction sale be held in any **UNIT** without the consent of the **BOARD**.

PETS

23. No felines or cats of any kind shall be kept in any **UNIT** or on the **CONDOMINIUM PROPERTY**. See **Paragraph 34**, below pertaining to **ARTICLE XIV** of the **MASTER DECLARATION** which, in part, pertains to the regulation of felines or cats on the **CONDOMINIUM PROPERTY**. A total of no more than **two (2)** pets, other than cats and felines, not exceeding a weight of **one hundred (100) pounds** each, may be kept by **UNIT OWNERS**, or visitors, guests or invitees of **UNIT OWNERS**, but only as personal pets and not for any commercial purpose. All other tenants, including but not limited to those tenants renting or leasing a **UNIT**, are prohibited from keeping or maintaining pets or animals of any kind on the **CONDOMINIUM PROPERTY**.

SWIMMING POOL AND JACUZZI

24. All persons using the swimming pool and jacuzzi do so at their own risk. The **ASSOCIATION** is not responsible for any accident or injury in connection with use of the pool or jacuzzi or for any loss or damage to personal property. Persons using the pool or jacuzzi area agree not to hold the **ASSOCIATION** liable for any actions of whatever nature occurring within the pool or jacuzzi area.

25. Persons twelve (12) years of age or under must be accompanied at all times by an adult.

26. Except by prior agreement with the **BOARD OF DIRECTORS** of the **ASSOCIATION**, the number of persons in any one group in a pool at any one time will not exceed the resident members of the **UNIT OWNER'S** family plus **three (3)** guests. Except by prior agreement with the **BOARD OF DIRECTORS** of the **ASSOCIATION**, the number of persons in a jacuzzi at any one time will not exceed **four (4)** persons.

27. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge or any communicable disease shall be excluded from the pool or jacuzzi.

28. No boisterous or rough play shall be permitted in the pool or jacuzzi, or in the pool area or jacuzzi area. Swimming alone when no other person is in the immediate pool area is prohibited. Use of the jacuzzi alone when no other person is in the immediate jacuzzi area is prohibited.

29. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area and jacuzzi area.

30. Tobacco, beverages, food or glassware are not to be brought into the pool area or jacuzzi area, and no glassware shall be brought onto the patios.

31. The pool and jacuzzi shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the **Board of Health of Baldwin County, Alabama**, and/or by the **BOARD OF DIRECTORS** of the **ASSOCIATION**, which shall be posted by the **BOARD OF DIRECTORS**.

32. Use of the pool and jacuzzi is reserved for persons **eighteen (18)** years of age and over, after **7:00 p.m.**, local time. The pool and jacuzzi will be closed from **10:00 p.m. to 8:00 a.m.**, local time, and during such other times and seasons as may be decided by the **BOARD OF DIRECTORS** of the **ASSOCIATION**.

THE BEACH CLUB MASTER ASSOCIATION RULES AND REGULATIONS

33. The **CONDOMINIUM PROPERTY** and all **UNIT OWNERS** are subject to the Rules and Regulations imposed by **THE BEACH CLUB MASTER ASSOCIATION, INC.** pursuant to the authority granted in the **MASTER DECLARATION**.

ALABAMA BEACH MOUSE COVENANTS

34. All **UNIT OWNERS** must comply with all of the terms, conditions and provisions of **ARTICLE XV** of the **MASTER DECLARATION** pertaining to the **ALABAMA BEACH MOUSE COVENANTS** and to the requirements of the **PERMIT**.

COMPLAINTS

35. Complaints regarding the management of the **CONDOMINIUM** or regarding actions of other **OWNERS** or persons shall be made in writing to the **BOARD OF DIRECTORS** of the **ASSOCIATION**. The **ASSOCIATION** may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any **one (1)** of these **RULES AND REGULATIONS**. Any complaint or dispute as to any of these **RULES AND REGULATIONS**, or as to any application or enforcement thereof, shall be made in writing to the **BOARD OF DIRECTORS** setting forth the nature of the matter complained of, and the names of all parties aggrieved and/or charged by reason of such matter. The **BOARD OF DIRECTORS** may, in the sole discretion of the **BOARD OF DIRECTORS**, decide the complaint without a hearing. In the event the **BOARD**

OF DIRECTORS elects to have a hearing upon such complaint, not less than **five (5) days** notice thereof shall be given in writing to each person named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the **BOARD OF DIRECTORS** shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person or by their attorney, and to be heard.

AMENDMENT AND ENFORCEMENT

36. Any consent or approval given under these **RULES AND REGULATIONS** by any person designated as manager or any person or committee designated as being responsible for the enforcement of any of these **RULES AND REGULATIONS**, and/or for the use of any common facility, shall be revocable at any time by the **BOARD OF DIRECTORS** of the **ASSOCIATION**.

37. These **RULES AND REGULATIONS** are subject to amendment by the **BOARD OF DIRECTORS** of the **ASSOCIATION** and to the promulgation of further **RULES AND REGULATIONS** by the **BOARD OF DIRECTORS** and/or by the **ASSOCIATION**.

38. These **RULES AND REGULATIONS** shall not apply to the **DECLARANT**, or the successors or assigns of **DECLARANT**, until **DECLARANT** has surrendered control of the **CONDOMINIUM** or the control by **DECLARANT** of the **CONDOMINIUM** has been terminated in the manner set forth in the **DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, A CONDOMINIUM** and the **BY-LAWS** of the **ASSOCIATION**.

The capitalized terms used in these **RULES AND REGULATIONS** shall have the same meaning as those in the **DECLARATION OF CONDOMINIUM OF BEACH CLUB PARCEL 6, a Condominium**.