

**EIGHTH AMENDMENT TO THE**  
**DECLARATION OF CONDOMINIUM**

**OF**

**SEASIDE BEACH AND RACQUET CLUB, INC., A CONDOMINIUM**

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:  
2000 August - 9 12:17PM  
Instrument Number 557549 Pages 56  
Recording 168.00 Mortgage  
Deed Min Tax DP 1.00  
Index  
Archive 3.00  
Adrian T. Johns, Judge of Probate

WHEREAS the Declaration of Condominium of Seaside Beach and Racquet Club, Inc., a Condominium, dated June 28, 1984, and recorded in Miscellaneous Book 50, Pages 274 through 362 inclusive, of the records in the Office of the Judge of Probate Court of Baldwin County, Alabama, and amended by instrument dated August 27, 1984, recorded in Miscellaneous Book 50, Page 1423 through 1427 inclusive, and amended by instrument dated November 16, 1984, recorded in Miscellaneous Book 51, Page 1191 through 1194 inclusive, and further amended by instrument dated January 24, 1985, recorded in Miscellaneous Book 52, Pages 665 through 669 inclusive, and further amended by instrument recorded June 25, 1986 in Miscellaneous Book 57, Page 1574, and amended by Engineer's certification drawings recorded August 23, 1984 in Apartment Book 8, Pages 208 through 221 inclusive, and further amended by Engineer's Certification Drawings recorded March 26, 1985, in Apartment Book 9, Pages 292 through 311 inclusive, and further amended by Engineer's Certification drawings recorded June 25, 1986 in Apartment Book 13, Page 1 through 19, inclusive and further amended by Engineer's Certification Drawings recorded May 20, 1987 in Apartment Book 13, Pages 83 through 101, inclusive, of the aforesaid Probate Court Records, and as amended in a fifth amendment dated the 5<sup>th</sup> day of May, 1988, and recorded in the Office of the Probate Judge of Baldwin County, Alabama, in Miscellaneous Book 62, Pages 383, et seq., and as amended in a sixth amendment dated 19<sup>th</sup> day of May, 1989, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama, in Miscellaneous Book 64, Pages 1373-1385, and, as amended in a Seventh Amendment dated the 8<sup>th</sup> day of August, 2000 and recorded in the office of the Judge of Probate of Baldwin County, Alabama as Instrument Number 557289, and,

WHEREAS the owners of the units of Seaside Beach and Racquet Club, Inc., a Condominium, do wish to amend and revise the Declaration of Condominium of the Seaside Beach and Racquet Club, Inc., a Condominium, according to paragraph 24 of said Declaration of Condominium and,

WHEREAS, notice of the subject matter of this proposed revision was included in a notice of a general meeting given to all unit owners and mortgagees to be held on the 20<sup>th</sup> day of May, 2000 and,

WHEREAS, a resolution having been adopted and approved prior to that time, by a majority of the board of directors proposing the revision given below, and,

WHEREAS, said proposed revision was approved unanimously by the directors, and by a two-thirds (2/3) majority of the votes of the unit owners according to their proportional ownership and by fifty-one (51%) percent of the eligible mortgagees.

THEREFORE THE DECLARATION OF CONDOMINIUM OF SEASIDE BEACH AND RACQUET CLUB, INC., A CONDOMINIUM, shall be as follows:

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**DECLARATION OF CONDOMINIUM  
OF  
SEASIDE BEACH AND RACQUET CLUB, INC., A CONDOMINIUM**

THIS DECLARATION, made this 8<sup>th</sup> day of August, 2000, by SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, amends certain portions of the original Declaration of Condominium filed by Romar Resorts, Inc., on the 28<sup>th</sup> day of June, 1984, as amended, and all parts of the original declaration and amendments thereto not specifically altered hereby shall remain in full force and effect.

I. RECITALS:

1.1 The Real Property. Seaside Beach and Racquet Club, Inc., a Condominium, the successor in interest to the developer, is the fee simple owner of that real property situated in Baldwin County, Alabama described in exhibits A and E to the original Declaration of Condominium recorded in the office of the Probate Judge of Baldwin County, Alabama in Misc. Book 50, Page 274, et seq. on July 3, 1984, Exhibit I to the Third Amendment to said Declaration as recorded in Misc. Book 52, Page 665, et seq., on January 25, 1985, Exhibit J to the Fourth Amendment to said Declaration as recorded in Misc. Book 57, Page 1574, et seq., on June 25, 1986, Exhibit K to the Fifth Amendment to said Declaration as recorded in Misc. Book 62, Page 383, et seq., May 12, 1988, Exhibit A to the Sixth Amendment to said Declaration as recorded in Misc. Book 64, Page 1373, on May 25, 1989, and Exhibit A to the Seventh Amendment to said Declaration as recorded as Instrument Number 539504 on the 31<sup>st</sup> day of March, 2000.

1.2 Name. The condominium property hereby created shall be called SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, and shall be operated and administered as condominium property.

1.3 Declaration to Run With the Land. This declaration together with all of the covenants, conditions and restrictions contained herein, and the exhibits attached hereto shall constitute covenants which shall run with the land and shall be binding upon the Developer, his successors and assigns, and upon all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

1.4 Improvements. A description of the improvements in real property in sufficient detail to identify the common elements, limited common elements, and private elements of the property is set forth in Exhibit "B", "C" & "D" which are attached hereto and made a part hereof by reference. Exhibit "B" are plans and specifications for improvements to be made on the property. Exhibit "C" is the representative floor plan or floor plans and specifications for the improvements to be made on the property. Exhibit "C" is the representative floor plan or floor plans for the units described in Exhibit "B". Exhibit "D" is a site plan of the area on which improvements are to be made on the real property described in Exhibit "A".

1.5 Association. The name of the association of this condominium shall be SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., which is a duly incorporated corporation under the laws of the State of Alabama. This association shall be responsible for management of the condominium as set forth in this declaration and in the by-laws of the association as they shall be amended from time to time and pursuant to Code of Alabama 1975, §35-8-1, et seq. as amended and §35-8A-101, et seq. as amended.

1.6 Agent. The agent for service of process for the condominium is as shown in Paragraph 14.8.

1.7 Phasing. All phases contained in the original Declaration having been completed, the provisions of 7.1 herein apply to those portions of the condominium originally contained in the Declaration or as added as phases.

## II. DEFINITIONS.

The terms used in this declaration of condominium and in the by-laws of this condominium and the association set forth in this declaration, shall have meanings as stated in the Condominium Ownership Act, Alabama Code 1975 Section 35-8-1 et seq, as said act is written on the date of this declaration and to the extent that they do not change any ownership interest, such meanings as required by the Alabama Uniform Condominium Act, Code of Alabama 1975, §35-8A-1 et seq.

2.1 Assessments: A proportionate share of the funds required for the payment of common expenses which from time to time is levied against each unit owner by the Association.

2.2 Association: SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., an Alabama corporation, and its successors, which shall be the entity responsible for the administration of the condominium property.

2.3 By-Laws: The rules governing the conduct of affairs of the condominium by the condominium association, as they exist from time to time and as amended.

2.4 Common Elements: A part of the condominium property as set forth and defined in Paragraph 6 hereof in which all of the unit owners have an undivided interest, and which may sometimes be referred to as "common areas" and "common facilities". Common areas designated in the declaration may be reserved for the use of certain units to the exclusion of the others, the maintenance of which shall be a common expense for which the unit owners are liable to the association as set forth in this Declaration.

2.5 Common Expenses: The expenses arising out of ownership of the common elements, whether actual or estimated, including expenses incurred in the maintenance, administration, improvement and repair of the common elements and those set forth in Paragraph 10-14 hereof, for which the unit owners are liable to the Association.

2.6 Condominium Act: The Alabama Condominium Ownership Act, Section 35-8-1, et seq, Code of Alabama, 1975, as the same may be amended and supplemented from time to time and, to the extent that they are applicable and do not conflict with the provisions of §35-8A-102, Code of Alabama 1975.

2.7 Condominium Documents: The Declaration, By-Laws, Articles of Incorporation of the Association, Rules and Regulations and all exhibits annexed thereto as the same may be amended from time to time.

2.8 Condominium Number: The number designating a particular condominium unit.

2.9 Condominium Property: The real property covered by this declaration together with any and all improvements thereon constructed or to be constructed thereon, and any and all easements, rights and interests appurtenant thereto or intended for the benefits thereof.

2.10 Condominium Unit or Units: The private elements of the condominium property together with the undivided interest in the common elements which is assigned thereto in this declaration or any amendments hereto. Where the context requires, the use of the terms "unit" shall apply only to the "private elements" of the unit.

2.11 Declaration, Declaration of Condominium, Declaration of Condominium Ownership: The instrument which submits the property to condominium ownership as it may be from time to time amended.

2.12 Developer: Developer was ROMAR RESORTS, INC., a corporation, duly organized and existing under the Laws of the State of Alabama as well as its successors, grantees and assigns.

2.13 Development: The real property covered by this declaration together with any and all improvements thereon constructed or to be constructed thereon, and any and all easements, rights and interests appurtenant thereto or intended for the benefit thereof.

2.14 Exclusive Easements: Exclusive easements hereinafter described are exclusive rights of use over property owned by another. These exclusive easements shall not operate to reduce the ownership interest of any unit owner in the condominium property, the private elements, limited common elements, or common elements.

2.15 Limited Common Elements: Common areas designated in the declaration as reserved for the use of certain units to the exclusion of others, and the maintenance of which shall be a common expense for which the unit owners are liable to the Association.

2.16 Member or Association Member: Owner of a condominium unit.

2.17 Occupant: The person or persons, other than the unit owner, in possession of a unit.

2.18 Person: Any individual, corporation, partnership, association, trustee, fiduciary or other legal entity.

2.19 Condominium: The form of ownership to which the real property described in Exhibit "A", together with any and all improvements thereon constructed or to be constructed thereon, and any and all easements, rights and interest appurtenant thereto, intended for and granted for use in connection therewith, submitted by virtue of this declaration and under the authority of the Alabama Condominium Ownership Act. This includes any reciprocal easements set forth within this declaration. Where the context requires, the term "condominium" shall apply to the real property covered by this declaration together with any and all improvements thereon constructed or to be constructed thereon, and any and all easements, rights and interests appurtenant thereto or intended for the benefit thereof.

2.20 Private Elements: A part or parts of the condominium property as set forth in Paragraph VI of this declaration and intended for the exclusive ownership or possession by a unit owner.

2.21 Unit Owner or Owner: The person owning a condominium unit, whether in severalty or jointly, and including the successors, heirs, administrators, executors or assigns of that person.

2.22 Utility Services: Those services including, but not limited to, electric power, gas, water, telephone, garbage, sewage disposal and cable television, serving the condominium property.

2.23 Voting Member: That member designated in accordance with Paragraph XIV of this declaration by the owner or owners of a majority interest in a single condominium unit to cast the vote appurtenant to such unity.

2.24 Phase: A time ordered grouping of the property involved whereby areas of the property may be developed at different times and consolidated with the condominium including this initial addition constitutes a phase.

### III. DESCRIPTION OF THE CONDOMINIUM

3.1 LAND: The property on which the building and other improvements are located in Baldwin County, Alabama. As more particularly described in Paragraph 1.1 above.

3.2 Plans: The buildings and units that have been constructed substantially in accordance with the plans and specifications attached to the original Declaration and Amendments and as attached to this Amendment as Exhibits "B" through "D" and as exhibits "B" through "E" as originally attached to the Declaration of Non-Residential Use.

- a. The dimension of the private elements;
- b. The dimensions of the common elements;
- c. The dimensions of the limited common elements comprising the condominium.

3.3 Phases: The property was built in phases as permitted by the original Declaration and Reciprocal Easements were established between all phases with regard to the common elements.

3.4 Amendment: The original Declaration was Amended to add phases III, IV, and V and percentage ownership of the undivided interest in the common elements and the number of units were changed pursuant to the original Declaration.

### 3.5 Easements.

a. Repair and Maintenance Easements. Easements are reserved throughout the condominium property as shown, on the plans and specifications attached hereto or as constructed, or as may reasonably serve the units and common elements. Each owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of all other units to use the pipes, wires, ducts, cables, conduits, public utility lines, and other common elements serving such other units and located in said unit. The association shall have a right of access to each unit to inspect the same, to remove violations therefrom, and to maintain, repair and replace the common elements contained therein or elsewhere in the building.

b. Support Easements. Every unit which contributes to the support of any other unit shall be subject to an easement of support in favor of all units so supported.

c. Access Easements. Each unit shall enjoy an easement of access to Alabama Highway 182 and to the Gulf of Mexico, as shown on the plans and graphic description attached hereto as Exhibit "D".

d. Exclusive Use Easements. Each unit shall have an exclusive easement for the use of air space defined by the private elements comprising such units as such private elements exist or as they may be altered or reconstructed from time to time. Additionally each unit will have an exclusive easement air space enclosed by walls defining that unit as described in the plans and specifications attached to the original Declaration and Amendments and as attached to this Amendment as Exhibit "B".

IV DESCRIPTION OF THE BUILDING.

4.1 The construction of improvements on the proposed condominium property were constructed, with reasonable deviations and substitutions, in accordance with Exhibits "B", "C", and "D".

V. COMMON ELEMENTS.

5.1 The common elements of the condominium shall include the property not described as private elements in the Declaration and the exhibits thereto, and all amendments and exhibits thereto, and shall also include, but not be limited to the following:

a. Driveways and paved areas may be assigned to the exclusive use or subject to an exclusive easement in favor of a particular unit.

b. Foundation, slab, columns or piers, girders, beams, supports, main walls, components and parts of the forgoing and roof.

c. All utility or mechanical equipment, building and spaces not within the defined perimeters of the unit, all installations such as electrical, gas or other power forces not within the perimeters of the unit, heating and cooling systems and all ducts, pipes, wires, cables, and conduits used in connection therewith not within the perimeters of the unit, and not used solely for the unit, all storm drains, sewers, and water pipes not within the perimeter of the unit.

d. Swimming pool and surrounding area, including entrances, and utility buildings associated with the pool.

e. All boardwalks.

f. All other areas and improvements not within the defined perimeters of the unit, not defined hereinafter as a private element.

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

h. All outdoor and exterior lights not metered to individual units and deck lights, and all entrance and related type signs and the structural components thereof;

i. The entire underground storm drainage system;

5.2 Use of the Common Elements. Except as provided in the Declaration, as amended, with respect to the exclusive use of certain spaces and areas, or as provided as exclusive easements to use certain space and areas, the unit owners and/or occupants shall be entitled to the equal and full use and enjoyment of all of the common elements except that they may be restricted by the reasonable and uniform regulations adopted by the Board of Directors of

the Association, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

## VI. INDIVIDUAL UNITS.

The description and location of the particular units in the private elements which comprise the units are determined with the aid of the plans, specifications, drawings, representative floor plans, and site plan as attached to the original Declaration and Amendments there to and as attached to this Amendment as Exhibits "B" through "D".

6.1 Units Numbered. Individual units in a building shall be numbered as shown as attached to the original Declaration and Amendments and as attached to this Amendment as Exhibits "D" and "F". The individual unit numeral and condominium name shall constitute the legal description of that unit.

6.2 Unit Boundaries. Each unit shall include that part of the air space of the building containing the unit which lies within the following described boundaries:

(a) Horizontal Boundaries: The upper and lower boundaries of each unit shall be:

(i) Upper Boundary: The plane described by the ceiling of a unit shall be the unit's upper boundary. The ceiling shall include the area downward from the lower surface of the ceiling joist, beam and slab. The roof of such a unit, defined as the area above the uppermost ceiling as described, shall be a common element.

(ii) Lower Boundary: The plane described by the exact floor of a unit. The floor shall include the area upward from the upper surface of the floor joist, beam or slab. The area below the floor, as defined, for buildings having units on more than one floor, shall be a common element unless designated as a unit's private element.

b. Vertical Boundaries: The vertical boundaries of each unit shall be the plane of the inside surfaces of the studs which are the component parts of the exterior walls of the unit and the plane of the inside surfaces of the studs which are the component parts of interior walls separating a unit from other units, and with reference to the deck, the outside surfaces of the handrails.

6.3 Private Elements. The private elements of each unit shall consist of the following:

a. The air space and the area of the building lying within the unit boundaries as specified in Paragraph 6.2 hereinabove;

- b. The surfacing materials of the walls and ceilings of the clerestory of those units with clerestory as indicated in the plans, drawings and specifications attached hereto as Exhibit "B" and the air space and area encompassed by the interior surfaces of these dormers;
- c. The surfacing materials on the interior of the exterior walls;
- d. The surfacing materials on the interior wall separating the unit from other units;
- e. The structural components and surfacing materials of all interior walls located within the boundaries of the unit;
- f. The structural components and surfacing materials of the floors and ceiling of the unit, including the surfacing materials on the slab and deck slab
- g. All bathtubs, toilets, sinks, range and oven, range hood, garbage disposal, dishwasher, hot water heater, heating unit, air conditioning unit (including the condenser and the wiring and piping located outside the boundaries of the unit if used solely for a unit.) Washer and dryer and light fixtures, hardware and interior lighting fixtures; and
- h. All windows, doors, window screens, and all interior trim and finishing materials; exterior surface and exterior trim and finishing materials excluded.

6.4 Easements. Unit owners shall have an exclusive easement and the exclusive right to use the air space and air encompassed within the deck boundaries of the unit.

VII. FRACTIONAL OWNERSHIP AND SHARING COMMON EXPENSES

7.1 All possible phases having been added, the condominium now consists of the following number of units per phase with Commensurate Ownership Interest and Voting Rights represented by a fraction wherein the denominator shall be 341.5 and the numerator shall be as follows:

<u>Phase</u>	<u>Number of Bedrooms</u>	<u>Number of Units</u>	<u>Numerator</u>
1 & 2	1	16	1
1 & 2	2	30	1.25
1 & 2	3	3	1.5
3	1	9	1.5
3	2	27	1.875

3	3	18	2.25
4	1	9	1.5
4	2	27	1.875
4	3	18	2.25
5	2	18	1.875
5	3	18	2.25

7.1 b. In the condominium the Developer dedicated certain property for non-residential use. The areas of the Condominium property which were hereby reserved and dedicated for nonresidential use by the Developer are as follows:

Phases I and II

"Unit 101" and the rooms adjacent thereto designated "Office" and "Storage" located on the first floor of the Phase II condominium unit building as shown on Sheet 1 of the as-built survey of Phases I and II recorded in Apartment Book 8, Pages 208 et seq.

Phase III

The laundry room adjoining the West elevator on the first floor of the Phase III condominium unit building. Said elevator is shown on Sheet 3 of the as-built survey of Phase III recorded in Apartment Book 9, Pages 292 et seq., however the laundry room was added later and is not shown.

Phase IV

The room on the second floor of the Phase IV condominium unit building adjacent to the equipment room as shown on Sheet 4 of the as-built survey of Phase IV recorded in Apartment Book 13, Pages 83 et seq.

The room designated "Storage" adjacent to the equipment room on the sixth floor of the Phase IV condominium unit building as shown on Sheet 12 of the as-built survey of Phase IV recorded in Apartment Book 13, Pages 83 et seq.

7.2 Conveyance. Any conveyance, lease, devise or other disposition or mortgage or encumbrance of any unit shall extend to and include the undivided interest of that particular unit in and to the common elements which may not be conveyed or mortgaged separately.

7.3 Any additional land that is submitted to the terms and provisions of the Declaration, as amended shall comprise a portion of the SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, to be governed by and subject to all of the provisions of the condominium documents to the extent that said documents are not inconsistent with the provisions of the amendments adding such additional land to this declaration.

7.4 Any person or entity that acquired any unit in SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, or any interest in or lien upon any such unit thereof, regardless of whether said unit was located in Phase I or future phases agreed to be and bound by the terms and provisions of each and every paragraph of the original Declaration concerning future phases and any amendments to the original Declaration notwithstanding that fact that the interest of the unit owners in the common elements was changed thereby.

#### VIII. DETERMINATION OF SHARE OF COMMON EXPENSES AND SURPLUS.

8.1 The common expenses shall be charged to the unit owner according to the percentage of the undivided interest of the respective units in the common elements. Common surplus shall be a trust fund for the unit owners and shall be either distributed among the unit owners according to their respective ownership in the common elements, or applied against the following year's assessment, unless otherwise determined by the Board of Directors of the Association which shall not in any event use such surplus, or any part thereof, in any way other than to furnish services, insurance, goods or other items of value to the unit owners as authorized by the Alabama Condominium Ownership Act, The Alabama Uniform Condominium Act, as applicable, the Articles of Incorporation of the Association, and the By-Laws of the Association.

#### IX. COMMON EXPENSES.

##### 9.1 Common Expenses Shall Include:

- a. Costs of operation, maintenance, repair and/or replacement of the common elements, including those portions of the common elements designated herein as exclusive spaces and areas;
- b. Costs of management of the condominium, and administrative costs of the Association, including professional fees and expenses;
- c. Costs of water and sewage service for the condominium;
- d. Costs of electricity, gas and other utilities, which are not metered to the individual condominium units;
- e. Labor, material and supplies used in connection with the operation, maintenance, repair and/or replacement of the common elements;
- f. Costs incurred in connection with termite and pest control;

- g. Costs incurred in maintaining, repairing and/or replacing the storm drainage system and the trunk lines of the sewer system;
- h. Costs incurred in maintaining, repairing and/or replacing the concrete block walls surrounding the property and the patio walls including the gates within these walls.
- i. Costs incurred in maintaining, repairing and/or replacing all entrance and related type signs;
- j. Costs incurred in landscaping and in maintaining the landscaped areas; and,
- k. All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, maintaining, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Alabama Condominium Ownership Act, The Alabama Uniform Condominium Act, as applicable, this Declaration of Condominium, the Articles of Incorporation of the Association, or the By-Laws of the Association.

#### X. ENCROACHMENTS AND EASEMENTS

10.1 If any portion of the common elements now encroaches upon the private elements of any unit, or if the private elements of any unit now encroach upon the private elements of any other unit or upon any portion of the common elements, as a result of the construction of the building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the building, or as a result of any construction done subsequent to date hereof, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the building stands. In the event that any part of the building shall be substantially destroyed, or rendered obsolete as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then be rebuilt, encroachment of parts of the common elements upon the private elements of any unit or the private elements of any unit upon any other unit or upon any portion of common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for as long as the building shall stand.

#### XI. RIGHTS AND DUTIES OF OWNERS, TENANTS AND OCCUPANTS OF UNITS.

11.1 Units Subject to Declaration, By-Laws and Rules and Regulations. All units and all present and future owners, tenants, and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws, and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions

were recited and stipulated at length in each and every deed, conveyance or lease thereof.

11.2 Exclusive Ownership and Share of Common Elements. Each owner shall be entitled to the exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the common elements in the percentage set forth in this Declaration, which percentage of undivided interest of each owner shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The percentage of the undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Except as provided in this declaration, with respect to the exclusive use of certain spaces and areas, each owner may use the common elements in accordance with the purposes for which the same are intended, provided that such use does not hinder or encroach upon the lawful and reasonable use by other owners of these common elements.

11.3 Enforcement. The failure of any unit owner and/or occupant to comply with any of the condominium documents or amendments thereto, or rules adopted and distributed, governing the administration and management of the condominium property and the use of the private, common and limited common elements, shall result in a cause of action arising against the unit owner and/or occupant and in favor of the Association on its own behalf or on behalf of the aggrieved unit owners. This cause of action shall not be an exclusive remedy. In any case of flagrant or repeated violation by a unit owner and/or occupant, he/they may be required by the Association to give sufficient surety or sureties for his/their future compliance with the provisions of this Declaration, amendments thereto, the By-Laws, and the Rules and Regulations. Nothing herein shall prevent, in the proper case, an independent action by an aggrieved unit owner or holder of a lien on such unit for such relief as may be proper.

## XII. MAINTENANCE.

The responsibility for the maintenance of the condominium property shall be as follows:

### 12.1 Unit Buildings.

a. By the Association. The Association shall maintain, repair, and replace at its expense all portions of a unit building which are common elements, including without limitation;

(i) Those portions contributing to the support of the building, which portions include without limitation the outside walls of the building and all fixtures thereon excluding exterior lights metered to an individual unit; the roofs, including roof rafters, of the buildings; and, all load bearing columns and walls.

(ii) All conduits, ducts, plumbing, wiring and other facilities and equipment for the furnishing of utility services which are contained in the portions of a building maintained by the

Association and which do not service one unit exclusively, and all such facilities contained within those portions of a building maintained by a unit owner and which service a part or parts of the condominium other than the unit within which contained.

(iii) The concrete block walls bordering the property and the patio walls, including the gates within these walls.

(iv) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

b. By the Unit Owner. The responsibility of a unit owner for maintenance of the unit building in which his unit is located shall be as follows:

(i) To maintain, repair and replace at his expense all private elements of his unit, such work to be done without disturbing the rights of other unit owners.

(ii) Not to repair, replace, paint or otherwise decorate or change the appearance of any portion of the exterior of the building, in any manner other than as such portion or portions of the exterior appeared as originally constructed and finished, without the prior written approval of the Board of Directors of the Association.

(iii) To maintain, repair and replace all heating, air conditioning, utility and mechanical equipment, and all sewer and water lines, including all pipes, ducts, wires, cables and conduits used in connection therewith, which are for the exclusive use and service of his unit, whether or not located within the boundaries of his unit.

(iv) To promptly report to the Association any defect or need for repairs, the responsibility for the remedy of which is that of the Association.

c. Alteration and Improvement. Except as otherwise provided in this declaration, neither a unit owner or the Association shall make any alterations in the portions of the unit buildings which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easement, without first obtaining approval of the Board of Directors of the Association. The initial expenses of any such alteration or improvement shall be born by the party or parties seeking such alteration or improvement.

Where necessary, any alterations or improvements so made shall be reflected in an amendment to this declaration which may be executed by the President of the Association, notwithstanding the procedures of amendment described in this declaration. Such amendment shall state that it is being made pursuant to Paragraph 12.1(c) of this declaration.

12.2 Common Elements. The responsibility for the maintenance of the condominium property common elements shall be as follows:

a. By the Association. The maintenance, repair, replacement and operation of all common elements, even though some portions thereof are reserved to the exclusive use of the particular unit owners or though some unit owners may have exclusive easements over common areas, shall be the responsibility and expense of the Association.

b. Alteration and Improvement. Except as provided in this declaration, after the completion of the improvements comprising the common elements which are contemplated by this declaration, there shall be no alternative or further improvement of the common elements without prior approval in writing of seventy-five percent (75%) of the votes of the unit owners; provided, however, that any such alteration or improvement of the common elements bearing the approval in writing of unit owners entitled to cast fifty-one percent (51%) of the votes in the Association, and which does not prejudice the rights of the owners not consenting, may be undertaken and completed if the owners who do not approve and consent are relieved from the initial cost thereof. Where necessary, any alterations or improvements so made shall be reflected in an amendment to this declaration which may be executed by the President of the Association, notwithstanding the procedures for amendment described in Paragraph 24 of this declaration. Such amendment shall state that it is being made pursuant to Paragraph 12.2(b) of this declaration.

### XIII. ASSESSMENTS.

The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws of the Association and subject to the following provisions. All assessments shall also constitute the personal obligation of the unit owner to the association.

13.1 Share of Common Expenses. Each unit owner shall be liable for a share of the common expenses, and shall share in any common surplus, such share being the same as the percentage which is set out in Paragraph 7.1 for the type of unit owned.

13.2 Late Charges - Application of Payments. Assessments, and installments thereof, paid on or before fifteen days after the date when due shall not bear interest. All sums not paid on or before fifteen days when due shall bear such late charges, penalties, interest and other costs and expenses as shall be fixed by the By-Laws, together with all expenses and attorney's fees incurred by the Association in undertaking to collect such unpaid assessments and expenses. All payments upon accounts shall be first applied to interest and then to the assessment payment first due.

13.3 Lien for Assessments. The Association has a lien on each unit and its appurtenant undivided interest in the common elements, and upon the goods, furniture and effects belonging to the unit owner and located in such unit, which lien shall secure and does secure the monies due for all assessments now or hereafter levied or which are subject to being levied against the unit or the owner of the unit, and which lien shall also secure interest, late charges, fees and fines and all other lawful charges which may be made as provided in paragraph 13.2 hereinabove, or the provisions of Alabama Law, or the By-Laws, together with reasonable attorney's fees incurred by the Association in enforcing such lien from the time the assessment or fine becomes

due. Such lien may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property that contains a power of sale, and, at any foreclosure sale, the Association shall have the right to bid in the unit.

In any suit for the foreclosure of such lien, the Association shall be entitled to reasonable rental from the owner of the unit from the date of the commencement of such foreclosure proceedings. The rental required to be paid shall be equal to the rental charged on comparable type dwelling units in Baldwin County, Alabama. The Association shall also have a lien for such advances for taxes and other payments which may be advanced or paid the Association in order to preserve and protect its lien for assessments, and the Association shall further be entitled to interest at a rate which equals the highest available legal rate allowed on any such advances made for such purposes. The lien for such advances shall be effective upon payment by the association of the advances and may be foreclosed in a separate action or in any suit to foreclose the lien for unpaid assessments. The lien shall have such priority as granted by applicable law.

13.4 Burden of Uncollected Common Expenses To Be Shared Equally By Other Unit Owners. Where the holder of a first lien or other purchaser of a unit obtains title to the unit as a result of foreclosure of a first lien, such acquirer of title, his successors and assigns, shall not be liable for payment of the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to the acquisition of title to such units as a result of foreclosure except as outlined in §35-8A-316(b), Code of Alabama, 1975. Such unpaid share of common expenses or other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners excluding such acquirer, his successors and assigns.

13.5 No Exemption from Assessment. No owner of a unit may exempt himself from liability for contribution toward the common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of his unit.

13.6 Statement of Unpaid Assessments. The Association shall promptly provide any unit owner and/or holder of a mortgage comprising a first lien on any unit, or the grantee in any voluntary conveyance of a unit so requesting the same in writing with a written statement of all unpaid assessments due from the unit owner. However, the Association may charge a reasonable fee for such service as set forth in the Bylaws.

#### XIV. ASSOCIATION.

The operation and administration of the condominium shall be by an association, which shall be incorporated as an Alabama non-profit corporation which organized and fulfilling its function pursuant to the following provisions:

14.1 Name. The name of the Association shall be SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.

14.2 Powers. The powers and duties of the Association shall include those set forth in the Alabama Condominium Ownership Act, those portions of the Alabama Uniform Condominium Act of 1991 as enumerated in § 35-8A-102 of said Act, the corporate laws of the State of Alabama, this Declaration, the By-Laws of the Association and in the Articles of Incorporation of the Association.

14.3 Members and Voting.

a. Qualification. The members of the Association shall consist of all of the unit owners.

b. Change of Membership. Change of membership in the Association shall be established by the recording in the public records of Baldwin County, Alabama, of a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

c. Voting Rights. Each unit shall be entitled to a number of votes corresponding to its fractional share of ownership of the common elements. The vote for each unit shall be cast by the owner thereof or the owner of a possessory interest therein or in the case of a corporate owner, by an officer or employee thereof. It is expressly understood that a lessee, tenant, or other occupant shall have no vote and shall not be entitled to cast the vote of the owner of the leased or otherwise occupied unit. Owners of more than one (1) unit shall be entitled to vote for each unit owned. However, should the Association be a unit owner, it shall not have the voting right for that unit.

d. Designation of Voting Representative. In the event a unit is owned by one (1) person, his right to vote shall be established by the record title to his 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, 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 general partners (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, partnership or limited partnership, the membership or vote of the unit concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of the person entitled to cast the vote for that unit. Such certificate shall be valid until revoked 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 of that unit.

e. Approval or Disapproval by Unit Owners. Whenever the approval or disapproval of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such approval or disapproval shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of all record owners is specifically required by this Declaration or the laws of the State of Alabama.

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

14.4 Board of Directors. The affairs of the Association shall be conducted by a Board of not less than three (3) or more than seven (7) Directors, who shall be designated in the manner provided by the By-Laws of the Association.

14.5 Indemnification. Every Director and 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 which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he 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 duties; provided that in the event of a settlement, the indemnification hereby 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.

14.6 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.

14.7 By-Laws. A copy of the current By-laws shall be maintained by the Association.

14.8 Agent to Receive Process. The name of the person to receive service of process for the Association shall be the Secretary of the Association or such other designated agent as may be designated from time to time pursuant to the By-Laws. The name and address of the current designated agent shall be maintained on file by the Association.

## XV. INSURANCE.

Insurance (other than title insurance), which shall be carried by the Association, shall be governed by the following provisions:

15.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased as follows:

a. By the Association in the name of the Association as Trustee for each of the unit owners in the fractional ownership set forth in this Declaration, and their mortgagees as their interest may appear, and provisions shall be made for the issuance of certificates of mortgage endorsement to the mortgagees of unit owners. Such policies shall be deposited with the Association.

b. A unit owner may at his own expense additionally insure his own unit for his own benefit provided that any diminution in insurance proceeds to the Association resulting from the existence of such other insurance shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. A unit owner may obtain at his own expense insurance coverage upon his own personal property and such other coverage, including personal liability, as he may desire.

15.2 Types of Coverage. The following types of coverage are to be purchased by the Association:

a. Casualty. All buildings and improvements upon the land and all personal property comprising the condominium property shall be insured with a single insurance agent if possible in an amount sufficient to avoid application of a co-insurance clause, but for not more than the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors. Such coverage shall afford protection against:

(i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

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

b. Public Liability. Public liability insurance in such amount and in such form as shall be required by the Board of Directors of the Association to protect the Association and the owners of all units. If reasonably available, such policy shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a condominium unit owner because of negligent acts of the Association or other unit owners.

c. Flood. Flood insurance to be obtained through whatever source may be determined by the Board of Directors, and under such other terms and conditions as the Board of Directors may determine, and in such amounts as they may determine, or may be otherwise available. If possible, this shall be on all buildings and improvements on the land and all personal property comprising the condominium property shall be insured with a single insurance agent, if possible, and in an amount sufficient to avoid application of the co-insurance clause, but not for more than the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors.

d. Fidelity Bond Coverage. The Association shall maintain in effect fidelity bond coverage as specified in FNMA lending guide, Chapter 3, Part V, insurance requirements.

e. Other. Such other insurance coverage, including, but not limited to workmen's compensation insurance, directors and officers indemnity and other coverages, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interest of the Association and the unit owners.

f. Revision. Insurance coverage will be analyzed by the Board, or by its representative, annually and the insurance program revised accordingly.

15.3 Particular Endorsements and Provisions. Every such policy of insurance shall in substance and effect:

a. 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 provisions relieving the insurer from liability for a loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty or condition or any other act or neglect by the Association or any unit owner or any other person acting for or under either the Association or the unit owner.

c. All policies shall provide that such policy may not be canceled (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 fee owner, and every other person of interest who shall have requested such notice of the insurer.

d. All policies shall contain a waiver by the insurer of any right of subrogation to any right of the Association against the owner, lessee, tenant or other occupant of any unit.

e. All policies shall contain a standard mortgagee clause which shall:

(i) Provide that any reference to a mortgagee in such a policy shall mean and include all holders of mortgages of any unit, whether or not named therein;

(ii) 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 acting for or under either the Association or the unit owners; and,

(iii) Waive any provisions invalidating such mortgagee clause by reason of the failing of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium thereon or any contribution clause.

15.4 Insurance Cost, A Common Expense. The cost of obtaining the insurance coverage authorized hereinabove is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof relating to insurance.

15.5 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 casualty losses shall be paid to the Association, as Trustee for each of the unit owners and their mortgagees in the fractional ownership interest established by the Declaration, and the Association for the purposes of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere herein stated and for the benefit of the unit owners and their mortgagees, as follows:

a. Common Elements. An undivided share of proceeds paid on account of damage to common elements shall be held for each unit owner, such share being the same as the fractional ownership interest of the undivided interest in the common elements which such unit owner may own.

b. Units. Proceeds on account of damage to units shall be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

c. Mortgages. In the event that a mortgage endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

15.6 Distribution of Proceeds. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost thereof as elsewhere provided in this Declaration. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

15.7 Association as Agent. The Association is hereby irrevocably appointed as agent for each unit owner and for the holder of any valid first mortgage lien upon the unit of any such unit owner to adjust all claims arising under any policy of insurance purchased by the Association; to take any steps deemed reasonably necessary to recover for any claims arising under any such policy of insurance, including without limitation the institution of litigation; and, to execute and deliver releases of liability upon payment or other settlement of any claims arising under any such policy.

15.8 Proceeds. For the purpose of this Declaration, proceeds shall be defined as the sums received by the Association less any sums expended in negotiating, litigating and/or collecting funds with regard to any insurance policy.

## XVI. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

In the event of the damage or destruction of all or part of the condominium property, then, unless it be determined within thirty (30) days from the date of such casualty by a vote of one hundred percent (100%) of the owners and one hundred percent (100%) of all record holders of liens on the units not to repair or reconstruct such damaged or destroyed property, the following provisions shall apply:

16.1 Reconstruction or Repair. If any part of the condominium property shall be damaged or destroyed by casualty, it shall be promptly reconstructed or repaired.

16.2 Plans and Specifications. Any such reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, or as the buildings were last constructed or remodeled, or according to plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a unit for which the responsibility of maintenance and repair is that of a unit owner, then the unit owner shall be responsible for the reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.

16.4 Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to restore the damaged property in as good condition as that before the casualty.

16.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments shall be made against the unit owners who own the damaged property, 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 property, 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 damages to units shall be in proportion to the costs of reconstruction and/or repair of their respective units. Such assessments for reconstruction and/or repair of damage to common areas and facilities shall be in proportion to the owner's percentage of ownership interest in the common areas and facilities.

16.6 Construction Funds. The proceeds of insurance collected by the Association on account of a casualty and the sums deposited with the Association from collections of assessments against the unit owners on accounts of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

a. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Insurance trustee to the unit owner, or if there is a mortgage endorsement, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

b. Association-Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than the total of the annual assessments for recurring common expenses to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for the reconstruction and repair of major damage.

c. Association-Major Damage. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring common expenses to be made during the year in which the casualty occurs, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Alabama and employed by the Association to supervise the work.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and 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 in the manner set forth in paragraph 15.6 hereinabove.

## XVII. RESTRICTIONS UPON USE.

The use of the property of the condominium shall be in accordance with the following provisions:

17.1 Single Family Residences. Condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences and for no other purpose with the exception of those areas previously dedicated by the original developer for commercial use.

17.2 Nuisances. No nuisances shall be allowed on the condominium property or any use or practice which is the source of annoyance to residents or which interferes with the peaceable possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

17.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

17.4 Leasing. Units may be rented provided the occupancy is limited to the number of persons for which the unit is designated.

17.5 Proviso. In order to preserve the character of the property, no "For Sale" signs or "For Rent" signs are allowed on any of the units or on the property. No articles may be hung from the balcony. No barbeque grills may be used on the premises. No pets may be allowed on the premises with the exception of dogs or cats owned by the unit owners which such pets shall at all times be on a leash in the common areas, not create a nuisance on the project, not weigh over twenty pounds, never be taken in the pool area, tenants or clubhouse area, or beach area of the premises and never be left unattended by the unit owner. There shall at no time be allowed more than one such pet for any one unit. No pets shall be allowed by any renter or tenant of any unit.

#### XVIII. RULES AND REGULATIONS.

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association pursuant to the By-Laws. Copies of such regulations or amendments thereto shall be furnished by the Association to all unit owners and occupants of the condominium upon request.

#### XIX. SALE, TRANSFER, LEASE OR OCCUPATION OF UNITS.

In order to maintain a community of congenial residents, preserve the financial stability of the condominium regime, and protect the value of the units, the transfer of condominium units by any owner shall be subject to the following provisions so long as the condominium exists:

##### 19.1 Transfers Subject to Approval:

a. Sale. No unit owner may dispose of a condominium unit or any interest therein by any sale without approval of the Board of Directors of the Association.

b. Lease. A unit may be leased or rented by the owner or owners thereof without approval of the Board of Directors of the Association. Both the owner and the other parties to the lease or rental agreement shall at all times be subject to and be bound by all of the provisions of this Declaration, the By-Laws and the Rules and Regulations of the Association, copies of which shall be furnished to the leasing or renting party or parties by the owner. It is expressly understood that the owner or owners shall at all times remain primarily liable to the Association for all common expenses and all assessments or other charges made against the leased or rented

unit.

c. Gift. If any person or entity shall acquire title to or any interest in any unit by gift, the continuance of such title or interest shall be subject to the approval of the Board of Directors of the Association.

d. Devise or Inheritance. If any person or entity shall acquire title to or interest in any unit by devise or inheritance, the continuance of such title or interest shall be subject to the approval of the Board of Directors of the Association.

e. Other Transfers. If any person or entity shall acquire title to or any interest in any unit by any manner not heretofore considered in the foregoing subparagraphs, the continuance of such title or interest shall be subject to the approval of the Board of Directors of the Association.

19.2 Approval by Board of Directors. The approval of the Board of Directors of the Association which is required for the transfer of condominium units shall be obtained in the following manner:

a. Notice to Board.

(i) Sale. A unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Board at least thirty (30) days written notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Board may reasonably require.

(ii) Gift, Devise, and Inheritance; Other Transfers. A person or entity who has obtained title to or any interest in any unit by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Board notice of the acquiring of such title or interest, together with such information concerning such person or entity as the Board may reasonably require, and a certified copy of the instrument evidencing such title or interest.

(iii) Failure to Give Notice. If the notice to the Board as required herein is not given, then at any time after receiving knowledge of a transaction or event transferring an interest in or ownership or possession of a unit, the Board, at its election and without notice, may approve or disapprove the transaction or ownership, the Board shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of Approval.

(i) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Board must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President of the Association in recordable form and copies thereof shall be delivered to the unit owner and to the prospective purchaser and recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

(ii) Gift, Devise or Inheritance; Other Transfers. If the person or entity giving notice has acquired his title or interest by gift, devise of inheritance, or in any such other manner, then within thirty (30) days after receipt of such notice and information the Board must either approve or disapprove the continuance of such title or interest. If approved, the approval shall be stated in a certificate executed by the President of the Association in recordable form and copies thereof shall be delivered to such person or entity and shall be recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama.

c. Approval of Business Entity Ownership. Inasmuch as the condominium may be used only for residential purposes, and since business entities cannot occupy a unit for such use, the approval (as contemplated in this paragraph) of ownership by a business entity may be conditioned by requiring that all persons who will use or occupy the unit be also first approved by the Association.

19.3 Disapproval by the Board. If the Board disapproves a transfer of a unit or any interest therein, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale, then within sixty (60) days after notifying the unit owner of such disapproval, the Board, on behalf of the Association, shall deliver or mail by certified mail to the unit owner, an offer to purchase either by the Association or by a purchaser approved by the Board, and the unit owner must sell the unit to the Association or such approved purchaser, upon the following terms:

(i) At the option of the purchaser to be stated in his offer, the price to be paid shall be that stated in the disapproved contract to sell, or, if less, then the fair market value, determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who are familiar with the values of comparable properties in the Baldwin County area, and who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash, unless otherwise agreed by the unit owner and the purchaser.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of said offer to purchase, or within ten (10) days after the determination of the sales price if such is by arbitration, whichever is the later.

(iv) If the Association shall fail to purchase or if the Board shall fail to provide a purchaser as herein required, then notwithstanding the disapproval, such sale shall be deemed to have been approved, and the Board shall furnish a certificate of approval as elsewhere herein provided.

b. Gift, Devise or Inheritance; Other Transfers. If the person or entity giving notice has acquired title to or any interest in any unit by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from such person or entity or the notice and information required to be furnished, the Board, on behalf of the Association, shall deliver or mail by certified mail to such person or entity an offer to purchase either by the association or by a purchaser approved by the Board, and such person or entity must sell his title or interest in the unit to the Association or such approved purchaser upon the following terms:

(i) The sales price shall be the fair market value determined by agreement within thirty (30) days from the delivery or mailing of such offer, and, in the absence of such agreement, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who are familiar with values of comparable properties in the Baldwin County area, and who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of sale upon the award tendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash, unless otherwise agreed by the person or entity and the purchaser.

(iii) The sale shall be closed within thirty (30) days following the determination of the sales price.

(iv) If the Association shall fail to purchase or if the Board shall fail to provide a purchaser as herein required, then notwithstanding the disapproval, such title or interest shall be deemed to have been approved, and the Board shall furnish a certificate of approval as elsewhere provided.

19.4 Mortgage. The constituent documents do not restrict a unit owner's right to mortgage his or her unit. In addition, they do not limit the unit owner's financing options by requiring a specific lending institution or particular type of lender. This provision shall be enforced notwithstanding any prior statements of declarations in the condominium document.

## XX. NOTICE OF LIEN OR SUIT.

20.1 Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit other than for assessments by the Association within five (5) days after the unit owner received knowledge thereof.

20.2 Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

## XXI. COMPLIANCE AND DEFAULT.

Each unit owner shall be governed by and shall comply with the terms of the condominium documents and the rules and regulations adopted pursuant thereto as they may be amended from time to time. In addition to any remedies provided in the case of default by this Declaration, the By-Laws or by operation of law the following provisions shall also apply:

21.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any member of his family or of his or their guests, employees, agents, or lessees, 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 insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances.

21.2 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 proceeding and such reasonable attorney's fees as may be awarded by the Court.

21.3 No Waiver of Rights. The failure of the Association or of any unit owner to enforce any covenant, restriction or other provision of the Alabama Condominium Ownership Act, the Alabama Uniform Condominium Act, as applicable, this Declaration, the By-laws of the Association, or the Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

## XXII. RIGHTS OF DEVELOPER.

Developer has no further development rights.

## XXIII. COVENANT AGAINST PARTITION.

There shall be no judicial or other partition of the project or of any portion thereof, nor shall any person or other entity acquiring any interest in the project or any portion thereof seek any such partition unless the property has been removed from the Condominium regime pursuant to the Alabama Law or as allowed by this Declaration.

## XXIV. AMENDMENT.

This Declaration of SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, including the exhibits hereto, shall be amended in the following manner:

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

24.2 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members having not less than one-tenth (1/10) of the total fractional ownership of those votes entitled to be cast at a meeting and after being so proposed and thereafter approved by one (1) of such bodies, it must then be approved by the other to become effective. Directors and members not present at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Such approvals must be by not less than a majority of the Directors and by members having not less than one-half (½) of the total fractional ownership in the Condominium, subject to the provisions of 24.3 and 24.4 below.

24.3 Non-Material Amendments. Members having not less than one-half (½) of the total fractional ownership in the Condominium shall have the right to amend the project documents as to non-material matters, subject to the rights of eligible mortgage holders - those holders of a first mortgage on a unit estate who have requested the owner's association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

24.4 Material Amendments. Amendments of a material nature must be agreed to by members having not less than two-thirds (2/3) of the total fractional ownership of the Condominium. In addition, approval must be obtained from eligible mortgage holders, those holders of a first mortgage on a unit estate who have requested the owner's association to notify them on any proposed action that requires the consent of a specified percentage of eligible, representing at least 51% of the votes of the units that are subject to first mortgages. A change to any of the following are considered as material:

- a. voting rights;
- b. assessments, assessment liens, or subordination of assessment liens;
- c. reserves for maintenance, repair and replacement of common areas;
- d. responsibility for maintenance repairs;
- e. reallocation of interest in the general or limited common areas, or rights to their use;
- f. boundaries of any unit;
- g. convertibility of units into common areas or vice versa;
- h. expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the projects;

- i. Insurance or fidelity bonds;
- j. leasing of units;
- k. imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. a decision by the owners' association to establish self management when a professional management had been required previously by an eligible mortgage holder.
- m. restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- n. any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- o. any provisions that expressly benefit mortgage holders, insurers or guarantors.

24.5 Agreement. In the alternative, an amendment may be by an agreement signed and acknowledged by all of the record owners, including holders of first mortgages, of units in the condominium, as in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

24.6 No amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; no amendment shall increase or decrease the number of units, nor change the owner's percentage of undivided interest in the common elements unless all owners and all record holders of mortgages comprising first liens thereon shall join in the execution of the amendment. This provision shall not affect the validity of these revised Declaration and the By-Laws adopted simultaneously.

24.7 If termination of the legal status of the project, for reasons other than substantial destruction or condemnation of the property is considered, the eligible mortgage holders representing at least 67% of the votes of the mortgaged units must agree to said termination.

24.8 If an addition or amendment to any document does not make a material change - such as the correction of a technical error or the clarification of a statement - implied approval may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made.

24.9 A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the office of the Judge of Probate of Baldwin County, Alabama.

24.10 The By-Laws of the Seaside Beach and Racquet Club Condominium Association,

Inc., may be amended as set out in said By-Laws.

#### XXV. BLANKET MORTGAGE.

It is hereby expressly provided that the entire condominium property, or some or all of the units in the condominium, may be placed under a single or blanket mortgage upon the execution by the owners of the property or units covered therein of a recordable instrument which creates a first lien on the property or units covered therein of a recordable instrument which creates a first lien on the property or units covered therein. Any such mortgage shall contain release provisions by which any unit owner may obtain a release of his unit from the lien of such mortgage and a satisfaction and discharge in recordable form upon payment to the holder of the mortgage of a sum equal to the proportionate share attributable to his unit of the then outstanding balance of unpaid principal and accrued interest and any other charges then due and unpaid. Such proportionate share attributable to each unit shall be the proportion in which all unit owners whose units are then subject to the lien of the mortgage own among themselves the common elements as provided in this Declaration, or such other reasonable proportion as shall be specifically provided in the mortgage instrument. Such mortgage may contain provisions for converting such mortgage to individual mortgages on the individual units included therein.

#### XXVI. MORTGAGES.

26.1 Notice to Mortgagees of Default by Unit Owner. In the event of any default in the performance by a unit owner of any of his duties or obligations under this Declaration, the By-Laws, or the Rules and Regulations of the Association, the Association shall, if such default is not cured within sixty (60) days, give written notice of such default to any first mortgage of the unit owner; provided, however, that if the default is a failure to pay any charges of assessments to the Association, such notice shall be given if such default is not cured within fifteen (15) days; and, provided further that the Association shall have no obligation to give any notices to or to take any other actions required by this Declaration with respect to any mortgagee other than those from whom the Association has received a copy of the mortgage or written notice which sets out the unit number of the mortgaged unit, the name of the mortgagor, the names and addresses of the mortgagee and the date of the mortgage. The Secretary of the Association shall keep a list of the mortgagees which shall contain the information set out above.

Nothing to the contrary in this paragraph withstanding, upon written request to the owners 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 effects 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 owners' Association.

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

26.2 Inspection of Association's Books and Records. The Association shall make available to unit owners and lenders, and to holders, insurers, and guarantors of any first mortgage, current copies of the declaration, by-laws, other rules concerning the project, and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

In addition to the information referred to herein, any holder of a first mortgage is entitled, upon written request, for the information for the fiscal year immediately preceding the date of notice of the said request.

XXVII. PROPORTIONATE CHANGES IN COMMON EXPENSES AND COMMON SURPLUS.

In the event any one (1) or more of the units are not rebuilt by reason of the loss of real property as a result of destruction, condemnation or otherwise, and the number of units is thereby reduced, or in the event that the Association becomes the owner of a unit by foreclosure of its lien as heretofore provided whether by deed from the mortgagor or through foreclosure proceedings, then the proportionate share of the common expenses and of the common surplus of each unit not so destroyed, lost or foreclosed shall be increased by adding to each of these units its proportionate share of the interest of any such destroyed, lost or foreclosed unit.

XXVIII. TERMINATION.

The condominium may be terminated in the manner as set out in this Declaration or as provided by law.

XXIX. RULES OF CONSTRUCTION.

29.1 Whenever within this Declaration or any amendments thereto, the By-Laws of the Association as amended, on any other document prepared by the Association or its agent(s) refers to the masculine it shall, as the context may dictate, include the feminine.

29.2 Whenever the context dictates, the singular shall include the plural, the plural shall include the singular, and pronouns shall be either as required.

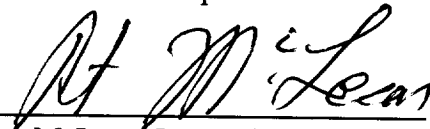
29.3 This Declaration and any amendments thereto, the By-Laws of the Association and any amendments thereto, shall be construed according to the laws of the State of Alabama.

XXX. SEVERABILITY.

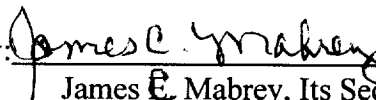
If any of the provisions of this Declaration of Condominium Ownership or of the Articles of Incorporation, the By-Laws, or the Rules and Regulations of the Association, or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstances is held invalid, the validity of the remaining portions of any such instruments and the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the said SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., an Alabama Non-Profit corporation, has caused this Declaration to be executed on its behalf and its corporate seal to be affixed hereto by its officers thereunto duly authorized, this 8<sup>th</sup> day, of August, 2000.

SEASIDE BEACH AND RACQUET  
CLUB CONDOMINIUM ASSOCIATION, INC.  
An Alabama non-Profit Corporation

By:   
Robert McLean, Its President

ATTEST:

By:   
James E. Mabrey, Its Secretary

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a Notary Public in and for said State and County, hereby certify that ROBERT MCLEAN and JAMES E. MABREY, whose names as President and Secretary, respectively, of SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., an Alabama Non-Profit Corporation, are signed to the foregoing Seventh Amendment to the Declaration of Condominium of SEASIDE BEACH AND RACQUET CLUB, INC., a Condominium, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Declaration, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

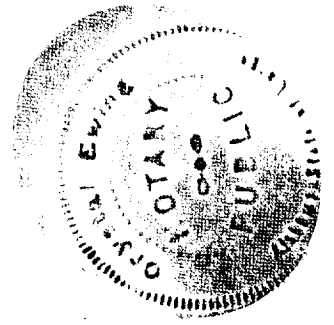
GIVEN under my hand and seal on this the 8<sup>th</sup> day of August, 2000.

Crystal Ewing  
NOTARY PUBLIC

My Commission Expires: 5-14-2001

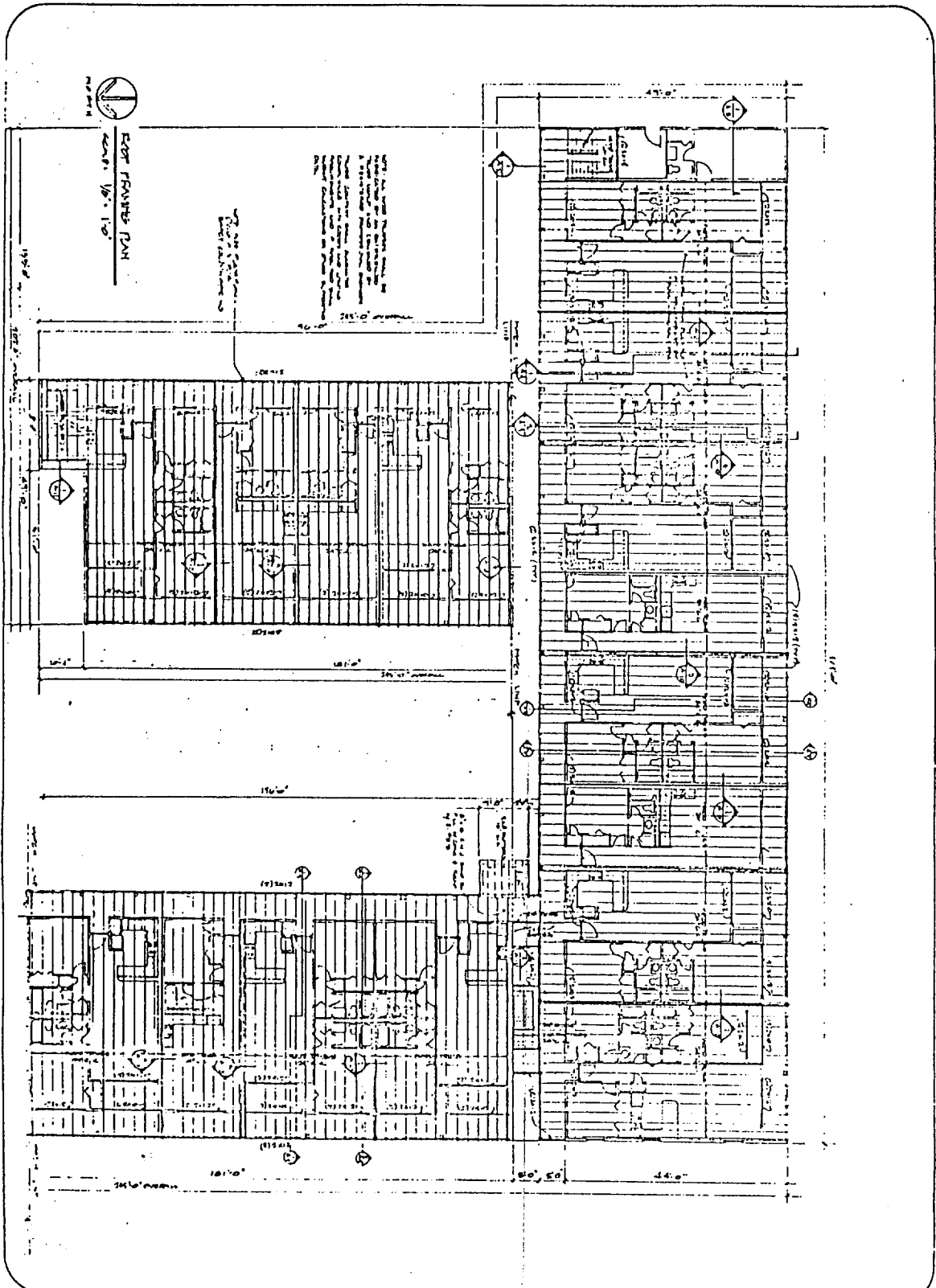
This Instrument Prepared By:

DANIEL H. CRAVEN & TOM NORTON, JR.  
Craven, Wood & Norton, L.L.P.  
Attorneys at Law  
Post Office Drawer 4489  
Gulf Shores, Alabama 36547  
(334) 968-8170



Phase I and II

Beginning at a point on the South right-of-way line of Alabama Highway No. 182 at the North-South half section line of Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence Northeastwardly along the arc of a curve to the right, having a radius of 5669.07 feet a distance of 277.06 feet; run thence South a distance of 377.04 feet; run thence West a distance of 257.0 feet; run thence South a distance of 584 feet more or less to the margin of the Gulf of Mexico; run thence Southwestwardly along said margin a distance of five (5) feet more or less to a point of beginning. run thence North a distance of 800 feet more or less to the point of beginning.

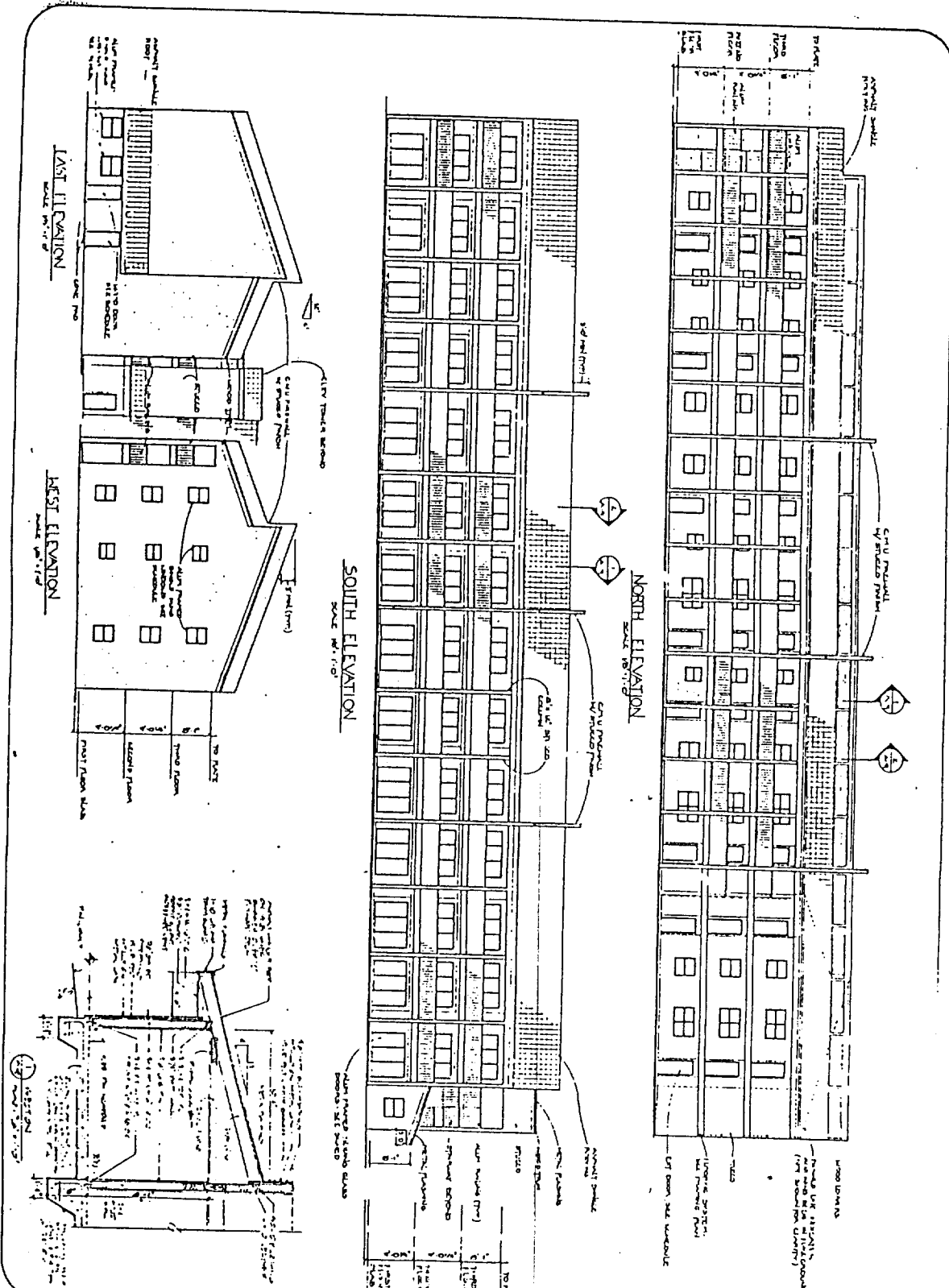


A-7

AMSPACKER & AMSPACKER ARCHITECTS  
1901 N. NINTH AVE. PENSACOLA, FLORIDA 32503

SPRINGS BEACH AND YACHT CLUB PHASE I AND 2

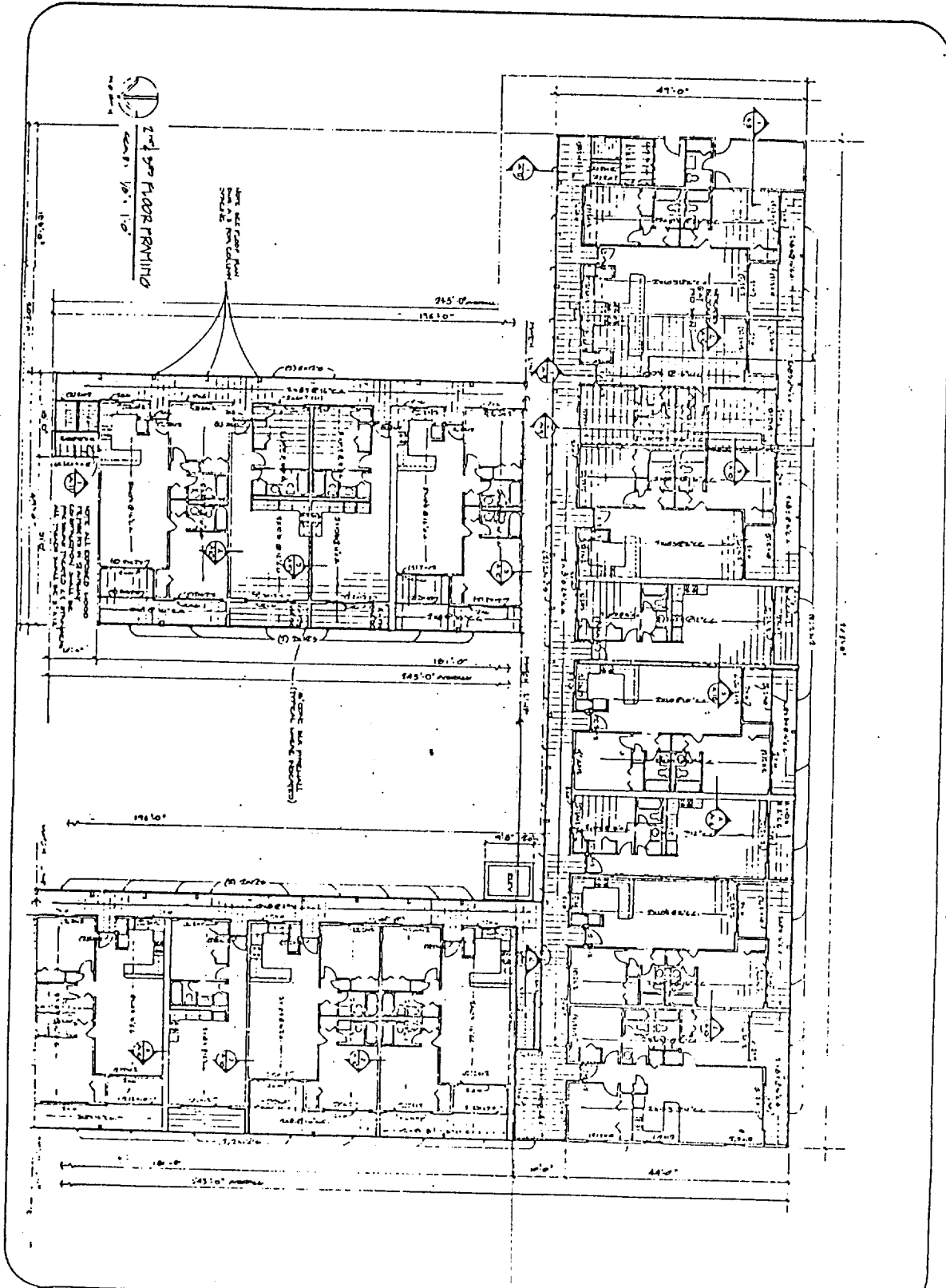
NOVEMBER 1957



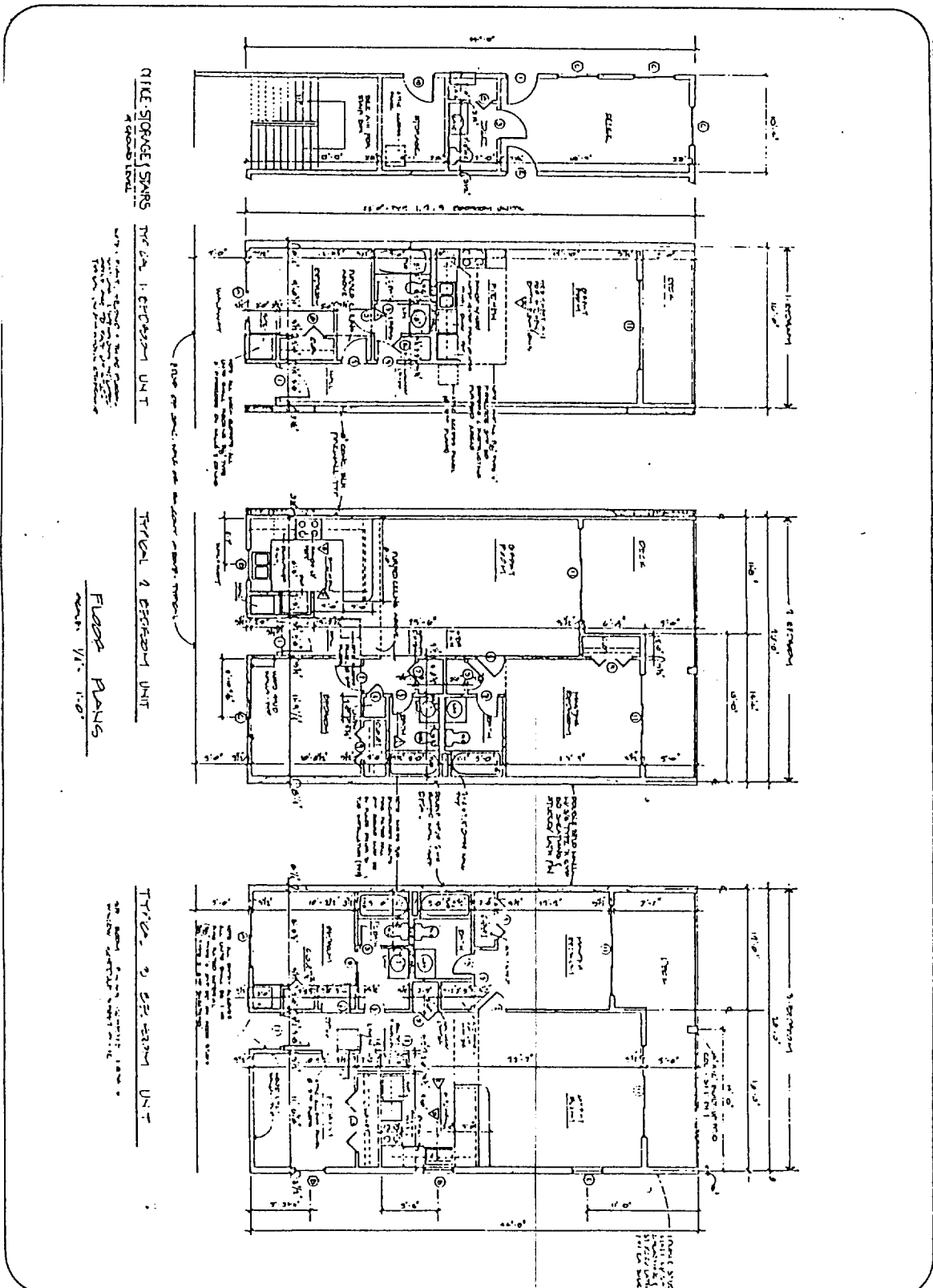
**AMSPACHER & AMSPACHER ARCHITECTS**  
 1901 N. NINTH AVE. • PENSACOLA, FLORIDA • 32503  
 GEORGE OSCH AND ROBERT GIBB - PLANS - NO. 2  
 FOUND PLAN - MARCH







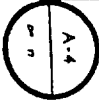
**AMSPACHER & AMSPACHER ARCHITECTS**  
 1901 N. NINTH AVE. PENSACOLA, FLORIDA 32503  
 BEACH BEACH AND HACKETT CLUB - PHASE 2  
 ROMAR BEACH

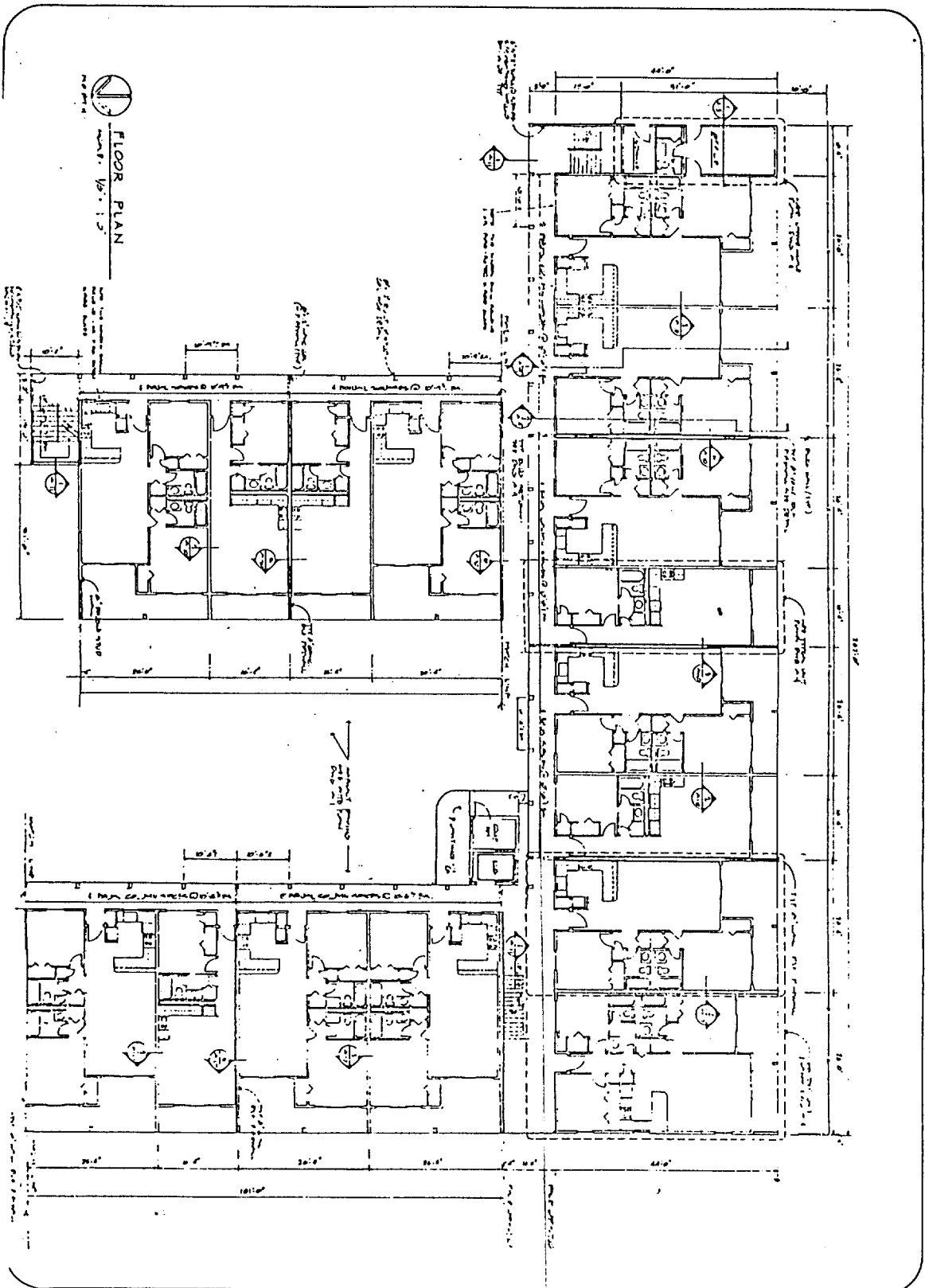


**AMSPACHER & AMSPACHER ARCHITECTS**  
 1901 N. NINTH AVE. PENSACOLA, FLORIDA 32503

SEASIDE BEACH AND BACQUET CLUB - PHASE 1 AND 2  
 POND BEACH ALABAMA

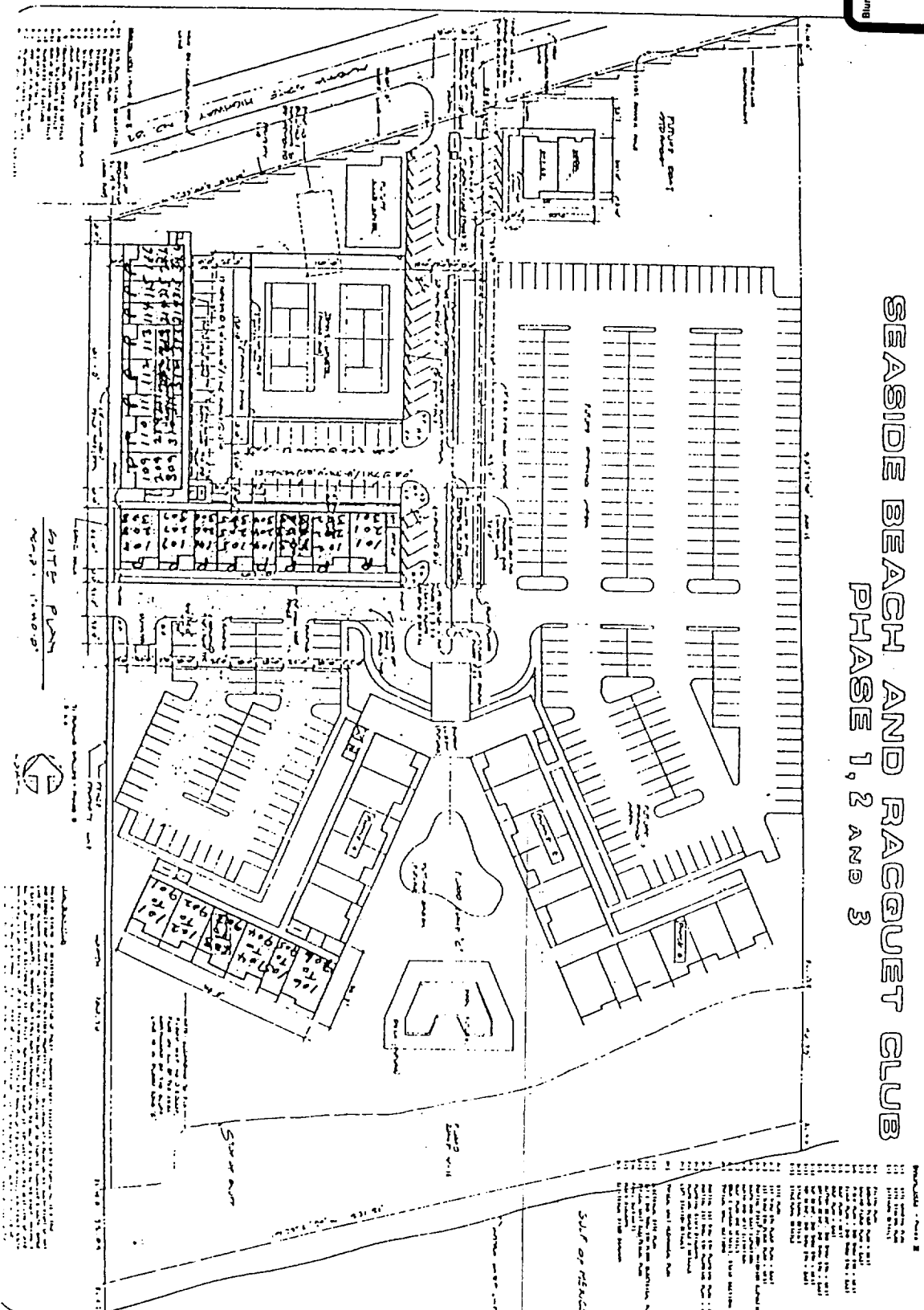
REVISION 1.1.1984





**AMSPACHER & AMSPACHER ARCHITECTS**  
 1901 N. NINTH AVE. • PENSACOLA, FLORIDA 32503

LESSON OF EACH AND ADJUST CUBS - CASE NO. 2  
 2/20/54



SEASIDE BEACH AND RACQUET CLUB  
 PHASE 1, 2 AND 3

AMSPACKER & AMSPACKER ARCHITECTS  
 1901 N. NINTH AVE. PENSACOLA, FLORIDA 32503

SEASIDE BEACH AND RACQUET CLUB PHASE 1, 2 AND 3  
 LEGAL RECORD

PARCEL I

That certain parcel of land lying in the East Half of Fractional Section 18, T9S, R5E, Baldwin County, Alabama, being bounded on the West by the North-South half of section line and by the East boundary of lands of the Alabama Conservation Department, on the North by the South boundary of a 120 foot right-of-way designated Alabama Highway 182, on the South by the Gulf of Mexico and on the East by the West boundary line of Dune Ranch Subdivision (as per Map Book 4, Page 5, of the records in the Office of the Judge of Probate of Baldwin County, Alabama.)

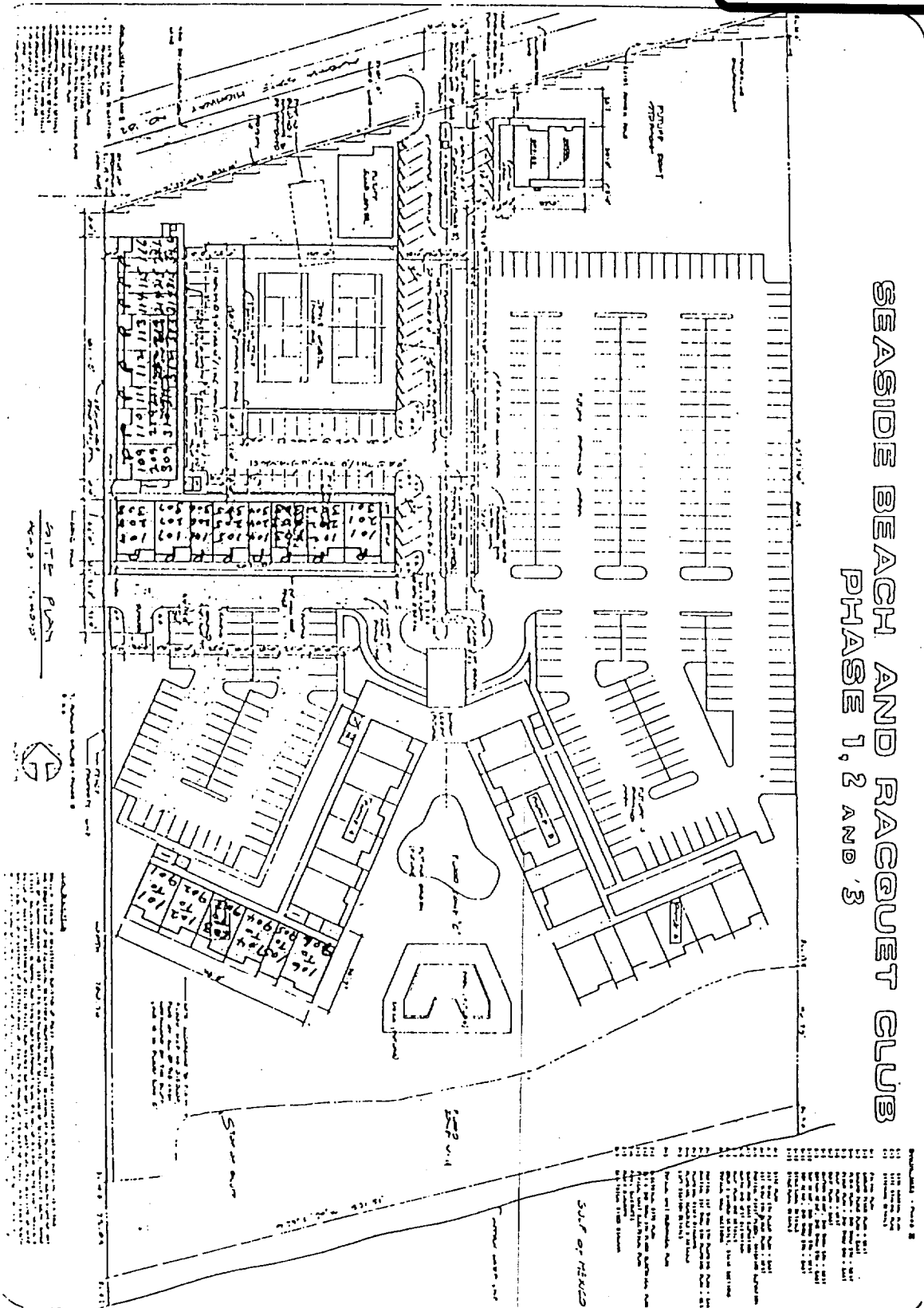
EXCEPT:

Phase I and II

Beginning at a point on the South right-of-way line of Alabama Highway No. 182 at the North-South half section line of Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence Northeastwardly along the arc of a curve to the right, having a radius of 5669.07 feet a distance of 277.06 feet; run thence South a distance of 377.04 feet; run thence West a distance of 257.0 feet; run thence South a distance of 584 feet more or less to the margin of the Gulf of Mexico; run thence Southwestwardly along said margin a distance of five (5) feet more or less to a point of beginning. run thence North a distance of 800 feet more or less to the point of beginning.

PARCEL II

All of Lots C, D, E, F, and G of the Dune Ranch Subdivision, a plat of which is recorded in Plat Book 4, at Page 5, in the Probate Office of Baldwin County, Alabama.



SEASIDE BEACH AND RACQUET CLUB  
 PHASE 1, 2 AND 3

AMSPACHER & AMSPACHER ARCHITECTS  
 1901 N. NINTH AVE. PENSACOLA, FLORIDA 32503  
 SEASIDE BEACH AND RACQUET CLUB PHASE 1, 2 & 3  
 1954



E X H I B I T "I"

S01LH04

Beginning at a point on the south right-of-way line of Alabama Highway No. 182 at the North-South half Section line of Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence South a distance of 287.0 feet; run thence East a distance of 5.0 feet to the point of beginning of the property herein described; Continue thence East a distance of 167.0 feet; run thence South a distance of 75.0 feet; run thence South 24 degrees 00 minutes West a distance of 150.00 feet; run thence South 66 degrees 00 minutes East a distance of 70.0 feet; run thence South a distance of 225 feet more or less to the margin of the Gulf of Mexico; run thence Southwestwardly along said margin a distance of 177 feet more or less to a point that lies south of the point of beginning; run thence North 514 feet more or less to the point of beginning.

REC. 52-402 669

LEGAL DESCRIPTION (OVERALL)

Blumberg No. 1119

EXHIBIT

J

COMMENCING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY NO. 182 AT THE NORTH-SOUTH HALF SECTION LINE OF SECTION 18, TOWNSHIP 9 SOUTH, RANGE 5 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE SOUTH  $00^{\circ} 13' 42''$  EAST, A DISTANCE OF 283.98 FEET; RUN THENCE EAST A DISTANCE OF 178.51 FEET; RUN THENCE SOUTH A DISTANCE OF 75 FEET; RUN THENCE SOUTH  $24^{\circ} 00'$  WEST A DISTANCE OF 12.30 FEET; RUN THENCE SOUTH  $66^{\circ} 00' 00''$  EAST A DISTANCE OF 28.32 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE SOUTH  $66^{\circ} 00' 00''$  EAST A DISTANCE OF 60.35 FEET; RUN THENCE SOUTH 336 FEET TO THE MARGIN OF THE GULF OF MEXICO; RUN THENCE SOUTHWESTWARDLY ALONG SAID MARGIN A DISTANCE OF 76 FEET MORE OR LESS; RUN THENCE NORTH A DISTANCE OF 206 FEET MORE OR LESS; RUN THENCE NORTH  $66^{\circ} 00' 00''$  WEST A DISTANCE OF 44.70 FEET; RUN THENCE NORTH  $24^{\circ} 00' 00''$  EAST A DISTANCE OF 4.95 FEET; RUN THENCE NORTH  $66^{\circ} 00' 00''$  WEST A DISTANCE OF 16.42 FEET; RUN THENCE NORTH  $24^{\circ} 00' 00''$  EAST A DISTANCE OF 15.22 FEET TO THE POINT OF BEGINNING.

57-1579



Commencing at the half Section corner of Section 18, Township 9 South, Range 5 East, as shown on plat of Dune Ranch as recorded in Map Book 4, Page 5 and the subdivision of the west one-half of Section 18, Township 9 South, Range 5 East, as recorded in Map Book 5, Page 133; run thence south 00 degrees 08 minutes 52 seconds West along the North-South half Section line of said Section 18, a distance of 1612.83 feet; run thence South 89 degrees 37 minutes 26 seconds East a distance of 178.51 feet to the point of beginning of the property herein described; continue thence South 89 degrees 37 minutes 26 seconds East a distance of 90.00 feet; run thence North 00 degrees 22 minutes 34 seconds East a distance of 261.65 feet; run thence South 89 degrees 37 minutes 26 seconds East a distance of 112.00 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 287.95 feet; run thence North 89 degrees 37 minutes 26 seconds West a distance of 6.00 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 115.00 feet; run thence North 89 degrees 37 minutes 26 seconds West a distance of 50.00 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 291 feet more or less to the margin of the Gulf of Mexico; run thence Southwestwardly along the margin of the Gulf of Mexico a distance of 74 feet more or less; run thence North 00 degrees 22 minutes 34 seconds East a distance of 336 feet more or less; run thence North 65 degrees 37 minutes 26 seconds West a distance of 88.67 feet; run thence North 24 degrees 22 minutes 34 seconds East a distance of 12.3 feet; run thence North 00 degrees 22 minutes 34 seconds East a distance of 75.00 feet to the point of beginning. Containing 1.74 acres more or less.

Seaside Beach & Racquet Club  
Phases I, II, III, IV & V (Combined)  
As surveyed by David M. Givens

DESCRIPTION

Beginning at a point on the South right-of-way line of Alabama Highway No. 182 at the North-South half section line of Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence Northeastwardly along the arc of a curve to the right, having a radius of 5673.92 feet for an arc distance of 8.12 feet to an agreed upon property line as recorded in Real Property Book 186, Pages 670-674 of the Baldwin County Probate Records, for the Point of Beginning; continue thence in a Northeastwardly direction along the South right-of-way line of said Alabama Highway No. 182 along said curve to the right having a radius of 5673.92 for an arc distance of 278.36 feet; run thence South 00 degrees 22 minutes 34 seconds West for 120.0 feet; run thence South 89 degrees 37 minutes 26 seconds East a distance of 112.0 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 287.95 feet; run thence North 89 degrees 37 minutes 26 seconds West a distance of 6.0 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 115.0 feet; run thence North 89 degrees 37 minutes 26 seconds West a distance of 38.0 feet; run thence South 00 degrees 22 minutes 34 seconds West a distance of 291 feet, more or less, to the margin of the Gulf of Mexico; run thence in a Southwestwardly direction along the margin of the Gulf of Mexico a distance of 327 feet more or less, to the aforesaid agreed upon West property line, a point which is South 00 degrees 11 minutes 04 seconds East and 778 feet, more or less, from the Point of Beginning; run thence North 00 degrees 11 minutes 04 seconds West along said agreed upon West property line for 778 feet, more or less, to the South right-of-way line of said Alabama Highway No. 182 and the Point of beginning.

Together with that certain easement over and across the strip of land lying between said North-South half section line and the West line of the above described property granted by the State of Alabama to Romar Resorts, Inc. by instrument dated April 22, 1986 and recorded in Real Property Book 252, Pages 0406 et seq. of the records in the Office of the Judge of Probate of Baldwin County, Alabama, and all of the right, title and interest of Romar Resorts, Inc., now or hereafter acquired, in and to said strip of land lying between said North-South half section line and the west line of the above described property.

MSC. 64:0E 1380

Exhibit "A"



Blumberg No. 5119  
**EXHIBIT**  
**C**  
NO DECLARATION OF  
NON-RESIDENTIAL  
USE

S  
THIN THE BUILDING STRUCTURE

MSC. 64:00E 1382

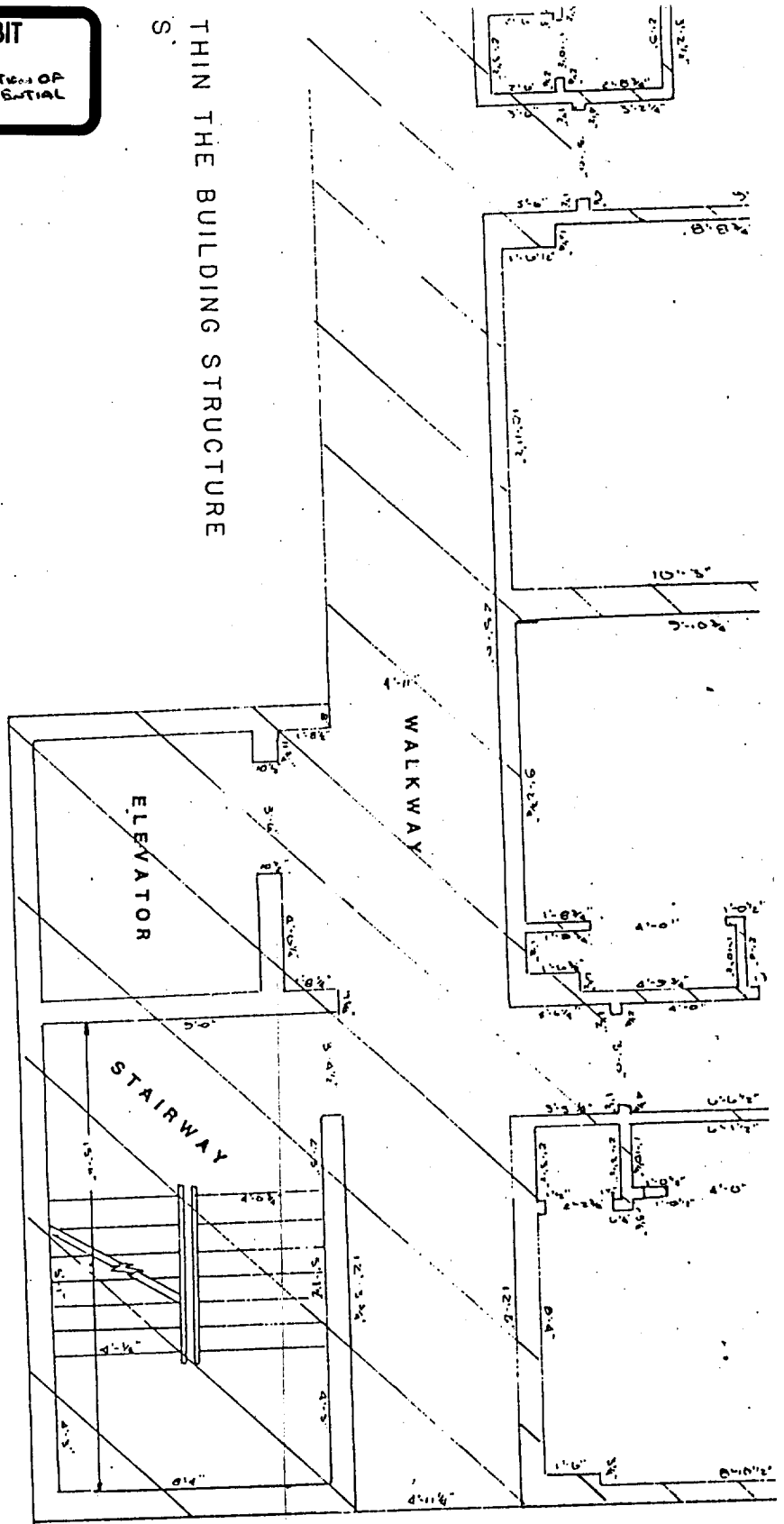
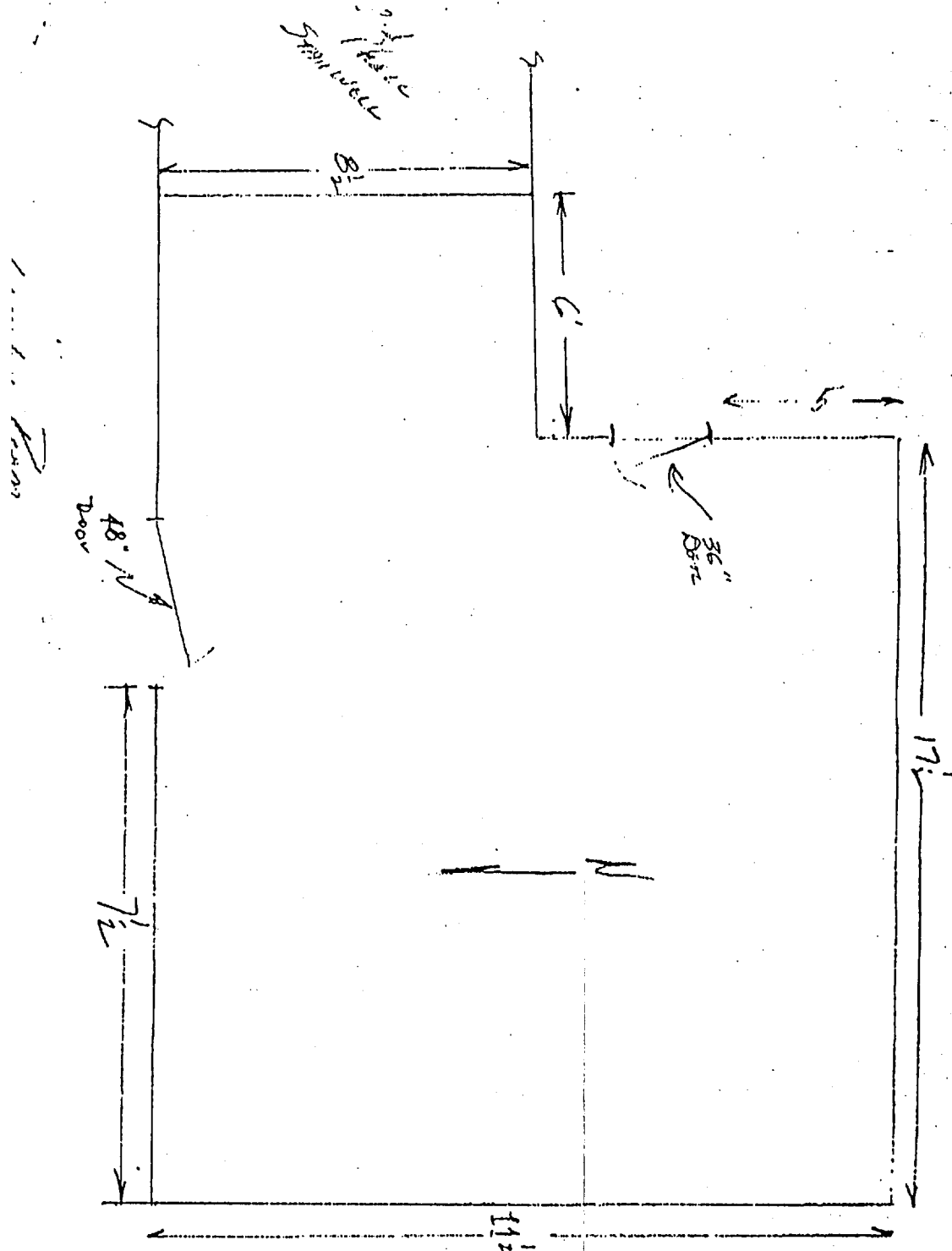


EXHIBIT "C"

Page -1-



5' FROM WELL

Room

MISC. 64-AGE 1383

EXHIBIT "C"  
Page -2-

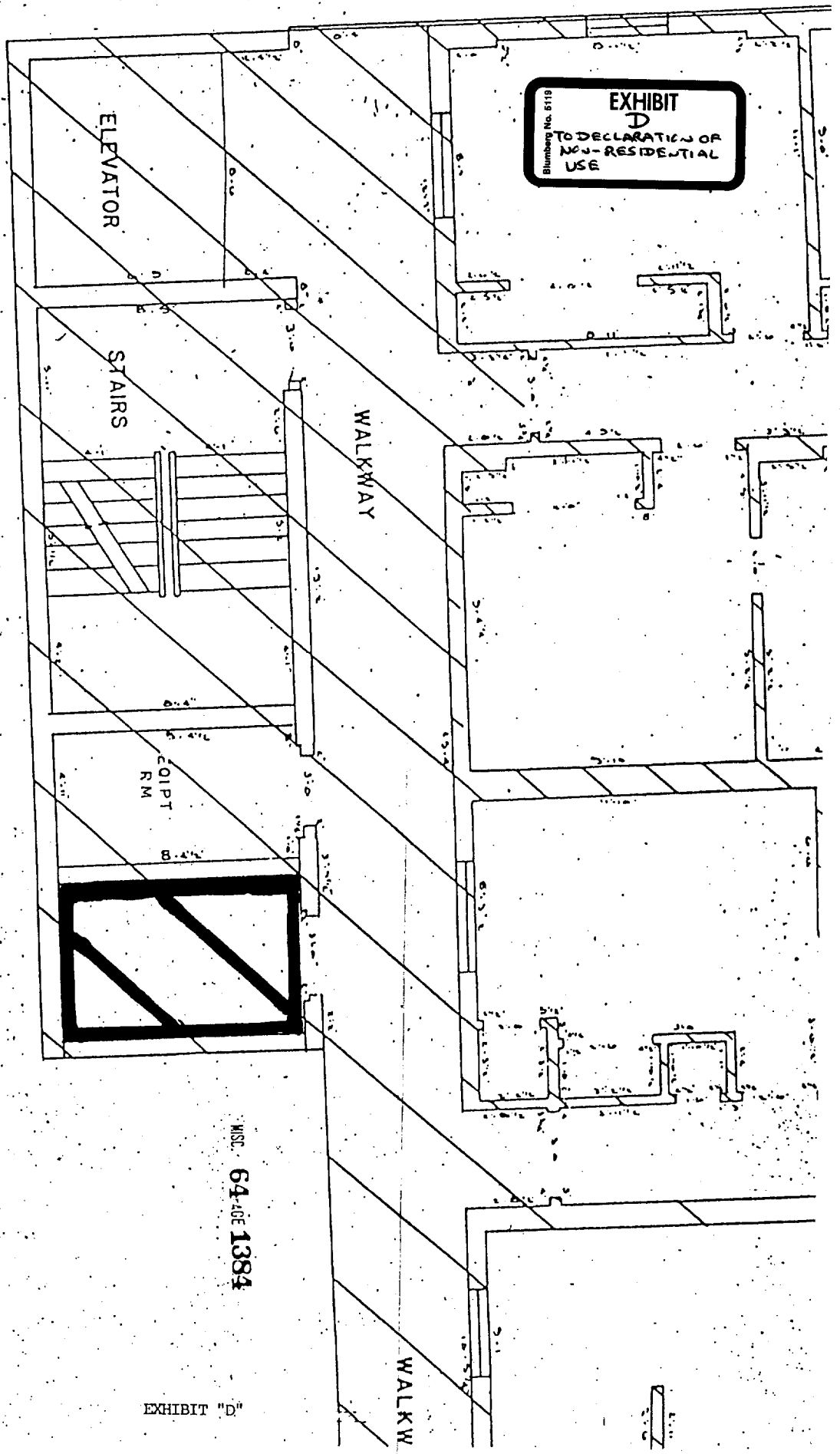


EXHIBIT  
D  
TO DECLARATION OF  
NON-RESIDENTIAL  
USE  
Blumberg No. 8119

ELEVATOR

STAIRS

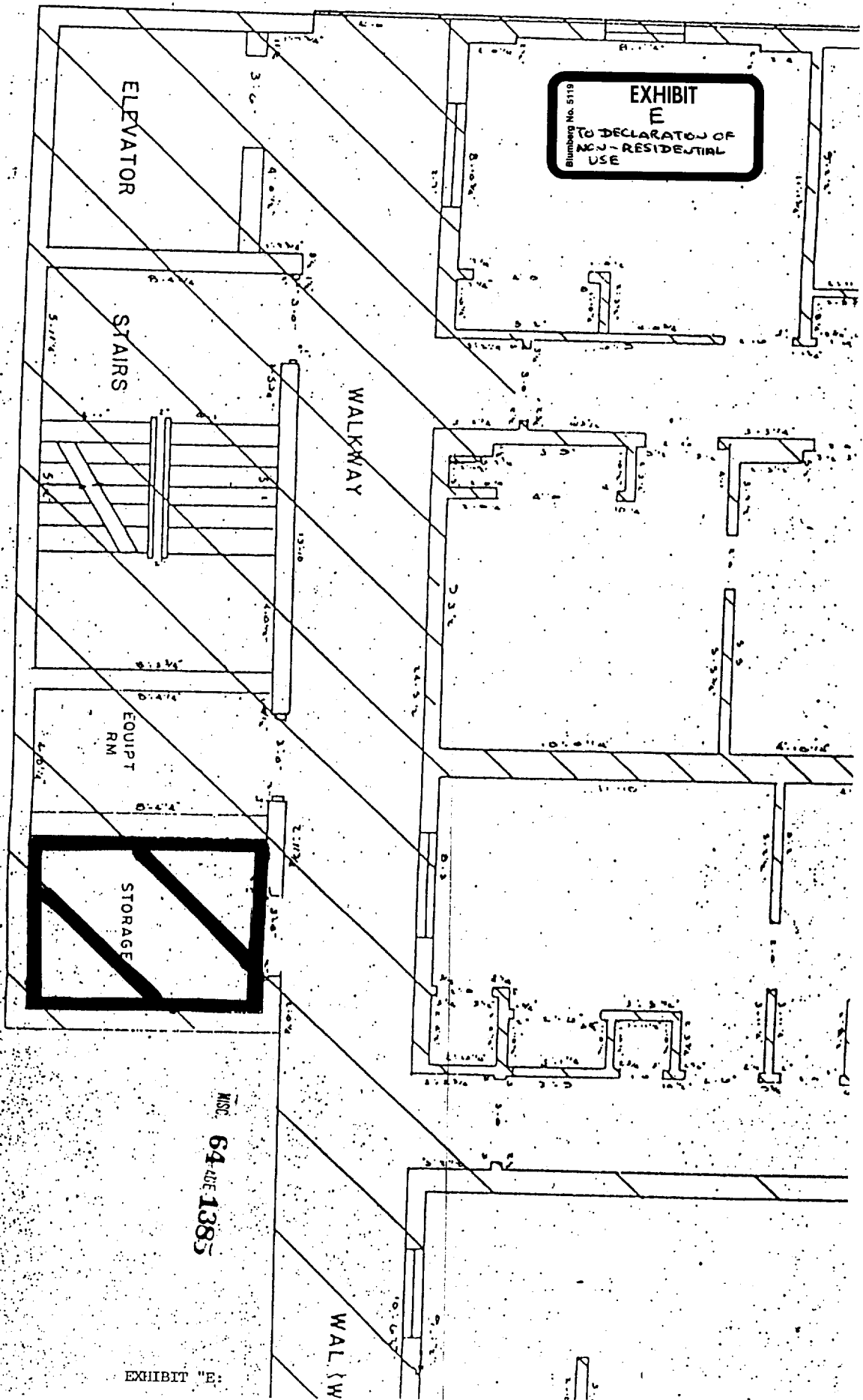
WALKWAY

COIPT  
RM

WALKW

MSC. 64-10E 1384

EXHIBIT "D"



MISC. 64 APR 1385

EXHIBIT "E":



**CORRECTION QUITCLAIM DEED**

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:  
2000 March -31 4:10PM  
Instrument Number 539504 Pages  
Recording 5.00 Mortgage  
Deed Min Tax  
Index DP 1.00  
Archive  
Adrian T. Johns, Judge of Probate

WHEREAS, this deed is executed and delivered for the purpose of correcting an error that listed the Grantee's name incorrectly in the deed of conveyance from ROMAR RESORTS, INC., an Alabama Corporation to SEASIDE BEACH AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., an Alabama Corporation recorded in Instrument Number 537928 in the Office of the Judge of Probate, Baldwin County, Alabama.

WHEREAS, the name of the Grantee in the aforementioned deed, should have read:

SEASIDE BEACH AND RACQUET CLUB, INC.

WHEREAS, as a result of this mistake, there were certain rights that might not have been passed to successors in title to that certain piece of property the aforementioned deed conveyed.

NOW THEREFORE, in order to correctly insert the proper Grantee in the deed referred to hereinabove, this document is executed.

KNOW ALL MEN BY THESE PRESENTS: That ROMAR RESORTS, INC., an Alabama Corporation (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by SEASIDE BEACH AND RACQUET CLUB, INC., an Alabama Non-Profit Corporation (hereinafter referred to as "Grantee"), the receipt whereof is hereby acknowledged, does hereby remise, release, grant, sell, convey, and forever quitclaim unto the said Grantee, all its right, title, interest and claim in and to the following described real estate situated in Baldwin County, Alabama, to-wit:

Commencing at the half section corner on the North boundary of Section 18, Township 9 South, Range 5 East, Baldwin County, Alabama; run thence South 00 degrees 08'52" West, along the NorthSouth half section line, a distance of 1328.7 feet to a point on the south line of Alabama Highway No. 182; run thence northeastwardly along the arc of a curve to the right, having a radius of 5673.92 feet, a distance of 8.12 feet to the northeast corner of the property as shown as Exhibit "A" on the property line agreement as recorded in the office of the Judge of Probate, Baldwin County, Alabama, in Real Property Book 186, Page 0674; run thence South 00 degrees 11'04" East along said property line agreement line a distance of 704.90 feet; run thence West a distance of 11.66 feet to the said NorthSouth Half Section line; run thence North 00 degrees 8'52" East, along said Half Section line, a distance of 211.35 feet; run thence North 88 degrees 02'13" East a distance of 5.27 feet; run thence North 00 degrees 25'01" East a distance of 493.41 feet to the Point of Beginning.

539504

TO HAVE AND TO HOLD, the aforegranted said premises unto the said Grantee, its successors, heirs and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30<sup>th</sup> day of March, 2000.

ROMAR RESORTS, INC.

By: Thomas M. Marr Sr  
THOMAS M. MARR, SR.  
Its: President

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that THOMAS M. MARR, SR., whose name is signed as President of ROMAR RESORTS, INC., an Alabama Corporation, to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, THOMAS M. MARR, SR., President of ROMAR RESORTS, INC., an Alabama Corporation, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal the 30 day of March, 2000.

My Commission Expires:  
\_\_\_\_\_

Gary Harrison  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: June 17, 2000  
BONDED THRU NOTARY PUBLIC UNDER WRITING



This Instrument Prepared by:  
Daniel H. Craven, Esq.  
Craven, Wood & McRae, L.L.P.  
Post Office Box 2263  
Gulf Shores, Alabama 36547  
(334) 968-8170