

STATE OF ALABAMA)
BALDWIN COUNTY)

AMENDMENT TO DECLARATION OF POINT CLEAR LANDING, A CONDOMINIUM
AND EXERCISE OF OPTION

DATED JULY 10, 1984

WHEREAS, on July 28, 1983 Point Clear Landing, Inc., an Alabama Corporation ("Developer"), did file for record at Misc. Volume 45, page 1648, in the Office of the Judge of Probate of Baldwin County, Alabama, the Declaration of Condominium ("Declaration") of Point Clear Landing, a Condominium (the "Condominium"), which Declaration was amended on December 1, 1983 by instrument recorded in Real Volume 2515, page 84, in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, the Declaration in Paragraphs 3.2, 5.2 and 5.3 thereof provided for expansion of the Condominium by the addition of certain real property (therein referred to as the "Phase II Property"); and

WHEREAS, the purpose of this Amendment to the Declaration, as amended, is to add a portion of the Phase II Property, known herein as the "Segment C" portion to the Condominium pursuant to and in compliance with the Declaration and Paragraphs 3.2, 5.2 and 5.3 thereof;

NOW, THEREFORE, the Developer hereby makes the following Amendment, and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, its successors and assigns, and all subsequent purchasers of all or any part of the Condominium Property or the Phase II Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

1. Ownership: The Developer is the fee simple owner of the following described real estate, and all improvements thereon, situated in Baldwin County, Alabama:

From an iron pipe on the West right-of-way of U.S. Highway No. 98 where it intersects the Southeast Corner of Lot 2 of the North Point Clear Subdivision as recorded in Map Book 1, Page 149, of the Baldwin County Probate Records, run thence N58-31-13W, 279.13 feet; thence run N31-28-47E, 84.69 feet to the point of beginning; thence run N72-45-42E, 117.67 feet; thence run S17-14-18E, 61.33 feet; thence run S72-45-42W, 117.67 feet; thence run N17-14-18W, 61.33 feet to the point of beginning.

STATE OF ALABAMA,

BALDWIN COUNTY

I certify that this instrument was filed on

JUL 19 1984 *SA M*

and that no tax was collected. Recorded in.

mic

Book 50
Page 103 - *SA* Judge of Probate
D.P. 100 Index \$ _____ By *SA*

MISC. VOL. 45 PAGE 0563

The land described above corresponds to "Segment for Building C" of the Phase II Property, as shown in Misc. Volume 45, Page 1677, Office of the Judge of Probate of Baldwin County, Alabama.

2. Exercise of Option: By execution of this Amendment and the recordation thereof in the Office of the Judge of Probate of Baldwin County, Alabama, Developer does hereby and herewith exercise the option granted Developer by the Declaration to submit a portion of the Phase II Property to the condominium form of ownership as provided for in the Condominium Act of Alabama, Code of Alabama, 1975, Section 35-8-1 et seq. and Paragraphs 5.2 and 5.3 of the Declaration. By virtue of the exercise by Developer of the option contained in Paragraphs 5.2 and 5.3, the undivided interest of the owners of condominium units within the Condominium Property and the Common Elements is reallocated so that each Unit comprising a part of the Condominium shall have an undivided one-eighteenth (1/18) interest in the Common Elements assigned to each Unit by the Declaration.

3. Incorporation by Reference: By execution and recordation of this Amendment, and the exercise of the option to add Segment C of the Phase II Property, which is accomplished by this Amendment, the Developer, as provided for in Paragraphs 5.2 and 5.3 of the Declaration, as amended, does incorporate herein by reference as if the same were fully set forth herein, each and every term, provision and stipulation contained in the Declaration, as amended, so that Segment C of Phase II Property, and all improvements located thereon, shall at all times be subject to the Declaration, as amended, as if the Segment C of the Phase II Property were included within the original Condominium Property which was the subject of the Declaration, as amended. The Common Elements and Private Elements of the improvements on Segment C are the same as those for Phae I of the Condominium and as set forth in the Declaration, as amended.

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4. Identification: Each of the six (6) Units located on Segment C are identified herein and on the Plans as follows:

<u>UNIT NUMBER</u>	<u>UNIT ADDRESS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
1C	No. 14 Point Clear Landing Fairhope, AL 36532	1602
2C	No. 15 Point Clear Landing Fairhope, AL 36532	2028
3C	No. 16 Point Clear Landing Fairhope, AL 36532	2142
4C	No. 17 Point Clear Landing Fairhope, AL 36532	2142
5C	No. 18 Point Clear Landing Fairhope, AL 36532	2028
6C	No. 19 Point Clear Landing Fairhope, AL 36532	1602

The approximate sq.ft. shown above is for heated and cooled space only and does not include parking and storage areas or terrace and balcony areas.

5. Plans for Segment C Property Improvements: Attached hereto and marked Exhibit "A" is a copy of the Plans for Segment C of the Phase II Property as the same are filed in the Office of the Judge of Probate of Baldwin County, Alabama, in Map Book _____, page _____. Said Plans contain, in addition to the site and floor plans for the six Units included within Segment C, typicals for paving, steps, walls and floors, window and floor schedules, and front, and rear cross sections of the Building situated on Segment C and the location, elevation, area and dimensions of each Unit located in Segment C of the Phase II Property with reference to established geographical points. Said Plans are submitted and recorded pursuant to and in compliance with the Act and Paragraph 5.3 the Declaration, as amended.

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

7. Acceptance of Terms: The Unit Owners, by virtue of their acceptance of the Deed of conveyance as to their Units, and other parties, by virtue of their occupancy of Units, hereby approve the foregoing and all of the terms and conditions, duties and obligations set forth in the Condominium Documents. As permitted in Paragraph 5.2 of the Declaration, as amended, the Option to add additional property (Segments D and E) within Phase II shall continue to remain in full force and effect as to Segment D and E for the time period stipulated in the Declaration, as amended.

8. Severability: The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration and the By-Laws shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, POINT CLEAR LANDING, INC., by its duly authorized President, has executed this instrument on the day, month and year first hereinabove written.

ATTEST:

Harold A. Wrenner Jr.
Its Secretary

POINT CLEAR LANDING, INC.,
an Alabama Corporation

By: [Signature]
Its President

REC-103146 0005

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Gerald A. Drennen, whose name as President of Point Clear Landing, Inc. is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this date, that being duly informed of the contents of said instrument that he, as such officer, and with full authority executed the same voluntarily on the date the same bears date for and as the act of said corporation.

Given under my hand and official seal of office this 10th
day of JULY, 1984.

Wm D. Douran, Jr.
NOTARY PUBLIC
My Commission Expires

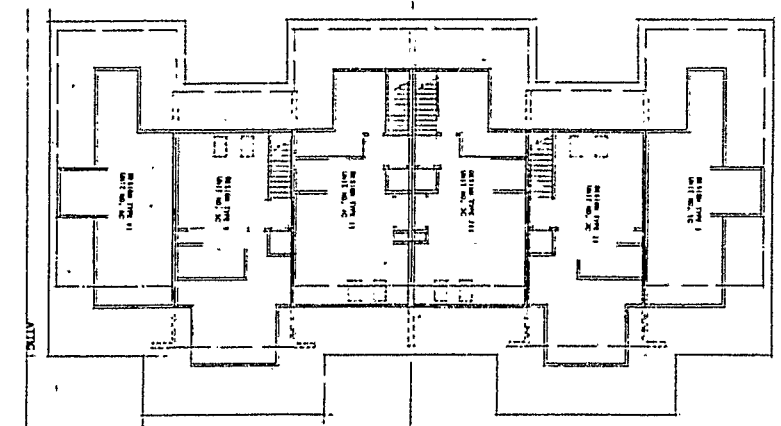
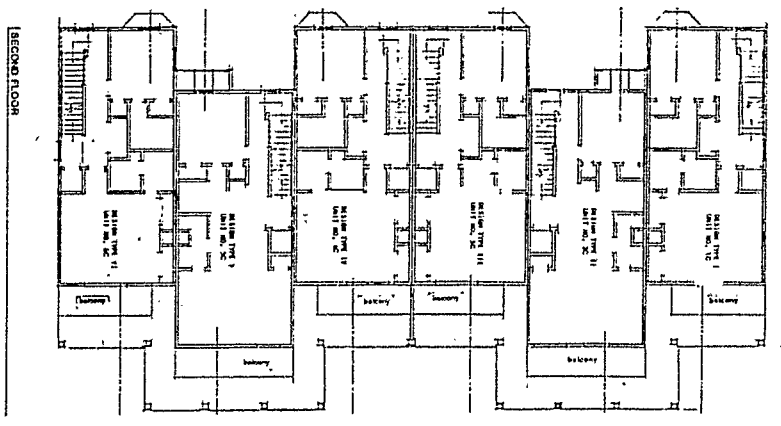
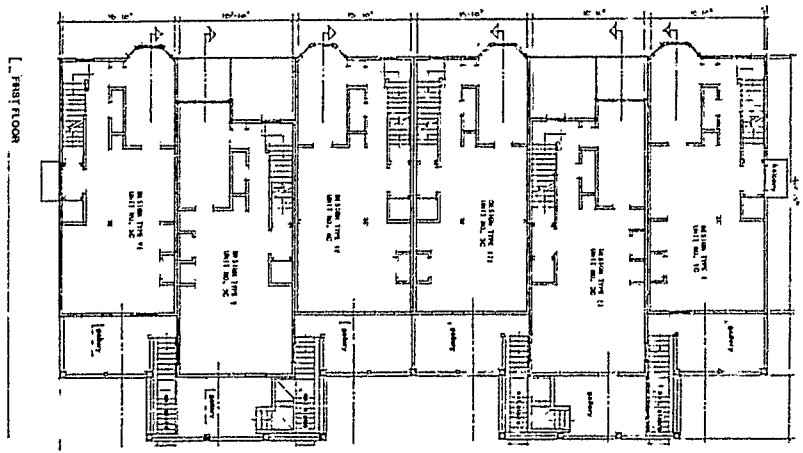
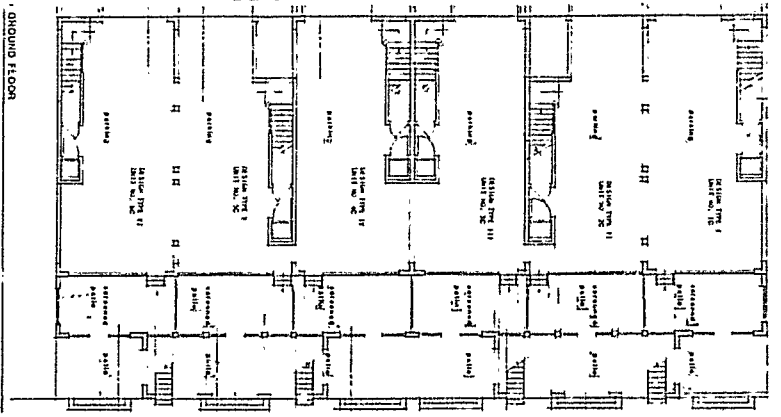
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UNIT NO.	APPROX. UNIT AREA (SQ. FT.)	APPROX. UNIT VOLUME (CU. FT.)	UNIT TYPE	REMARKS
1	1,000	3,000	Single Room	
2	1,000	3,000	Single Room	
3	1,000	3,000	Single Room	
4	1,000	3,000	Single Room	
5	1,000	3,000	Single Room	
6	1,000	3,000	Single Room	
7	1,000	3,000	Single Room	
8	1,000	3,000	Single Room	
9	1,000	3,000	Single Room	
10	1,000	3,000	Single Room	
11	1,000	3,000	Single Room	
12	1,000	3,000	Single Room	

Notes: 1. Units are shown in the floor plan as indicated by the unit numbers. 2. Units are shown in the floor plan as indicated by the unit numbers. 3. Units are shown in the floor plan as indicated by the unit numbers.

POINT CLEAR LANDING
A
A
CENTRAL HALLWAY
SEGMENT C
C
UNITS

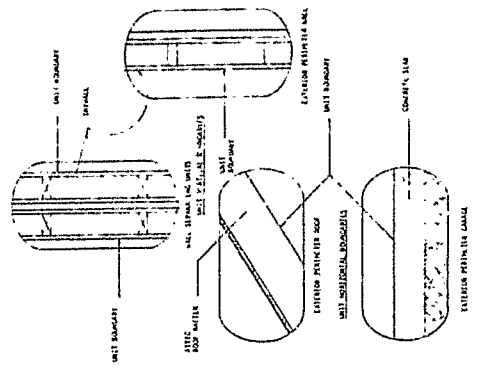
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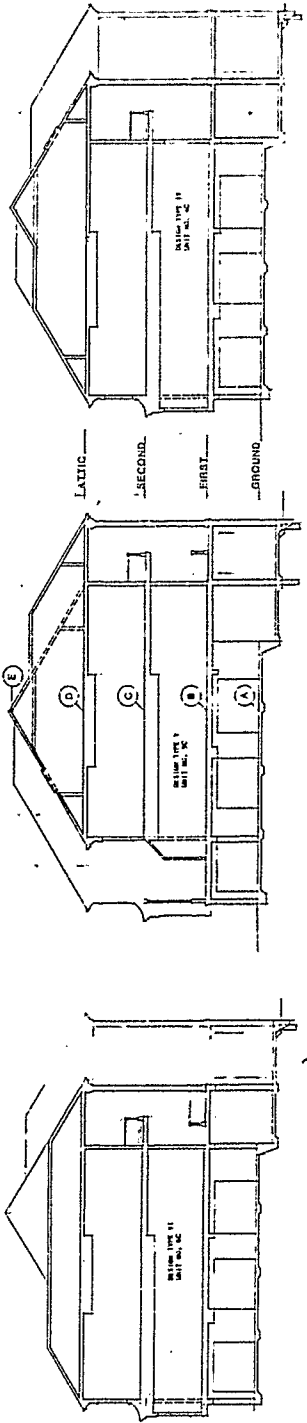
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3/11/68
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 10. [Illegible text]



CONSENT

The undersigned, First National Bank of Mobile, the Holder of the outstanding mortgage filed for record at Real Volume 161, Page 811, in the Probate Office of Baldwin County, Alabama, on the real estate and improvements described in the foregoing Amendment to the Declaration of Condominium of Point Clear Landing, a Condominium, as amended, herewith consents to the filing of said Amendment to said Declaration, as amended.

This the 12th day of July, 1984.

FIRST NATIONAL BANK OF MOBILE

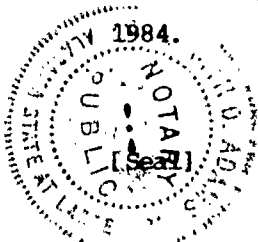
By: *John F. Beard, Jr.*
Its: Senior Vice President

Misc 100-10669

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that John F. Beard, Jr., whose name as Senior Vice President of First National Bank of Mobile, is signed to the foregoing consent, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument that he, as such officer, and with full authority, executed the same voluntarily on the date the same bears date, for and as the act of said Corporation.

Given under my hand and seal this the 12th day of July,



Judith D. Adams
Notary Public
My Commission Expires 8/25/87

**AGREEMENT AND SECOND AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF POINT CLEAR LANDING, A CONDOMINIUM**

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:
2002 September- 4 8:40AM
Instrument Number 679437 Pages 5
Recording 15.00 Mortgage
Deed Min Tax
Index DP 1.00
Archive 3.00
Adrian T. Johns, Judge of Probate

STATE OF ALABAMA)

COUNTY OF BALDWIN)

This AGREEMENT AND SECOND AMENDMENT (“AGREEMENT”) is made effective on the EFFECTIVE DATE (as defined in this AGREEMENT), by and among POINT CLEAR LANDING ASSOCIATION, INC., an Alabama Non-Profit Corporation (“ASSOCIATION”) and the undersigned constituting all of the owners of UNITS in POINT CLEAR LANDING, a CONDOMINIUM, (collectively referred to in this AGREEMENT as “OWNERS”), to-wit:

- a. John L. Jeffries, (Owner Unit 1-A)
- b. William A. Swiacki, Executor of the Estate of Charlotte Lester Swiacki, deceased, (Owner Unit 2-A)
- c. Otilia M. Delchamps, (Owner Unit 3-A)
- d. Joseph A. McAleer, Jr. and Patricia C. McAleer, (Owners Unit 4-A)
- e. Joan P. Ballard, (Owner Unit 5-A)
- f. Marcia G. Weinacker, (Owner Unit 6-A)
- g. Marian L. Bradford, (Owner Unit 1-B)
- h. Juanita D. Frantzen, (Owner Unit 2-B)
- i. Sally Dohm, also known as Sally Dohm Schoen, (Owner Unit 3-B)
- j. C. S. Trimmer, III, Grover A. Gibbs, III and Hallie T. Gibbs (Owners Unit 4-B)
- k. Nancy M. Esham, (Owner Unit 5-B)
- l. Arthur R. Fitzner (Owner Unit 6-B)
- m. William A. Hubbard and Betty M. Hubbard (Owners Unit 1-C)
- o. Jolane V. Edwards (Owner Unit 2-C)
- p. Patrick W. Browne, Jr. and Sharon S. Browne (Owners Unit 3-C)
- q. Robert D. Yeager (Owner Unit 4-C)
- r. Katherine Leblanc, Executor of the Estate of Peter M. Sanders, deceased, (Owner Unit 5-C)
- s. Frederick Walter Schoen (Owner Unit 6-C)

679437

RECITALS:

1. THE DECLARATION OF CONDOMINIUM (DECLARATION”) of POINT CLEAR LANDING, A CONDOMINIUM (“CONDOMINIUM”), dated July 27, 1983 was recorded July 28, 1983 in Miscellaneous Book 45, Pages 1648 through 1690.
2. The ARTICLES OF INCORPORATION OF POINT CLEAR LANDING ASSOCIATION, INC. are dated July 26, 1983 and recorded July 28, 1983 in Miscellaneous Book 45, Pages 1642 through 1647 (“ARTICLES OF INCORPORATION”).
3. The BY-LAWS OF POINT CLEAR LANDING ASSOCIATION, INC. are not dated and are recorded July 28, 1983 in Miscellaneous Book 45, Pages 1681 through 1689 (“BY-LAWS”).
4. AN AMENDMENT TO DECLARATION OF POINT CLEAR LANDING, A CONDOMINIUM, AND EXERCISE OF OPTION dated July 10, 1984 was recorded July 19, 1984 in Miscellaneous Book 50, Pages 663 through 669, which added a portion of the PHASE II PROPERTY identified in the DECLARATION to POINT CLEAR LANDING, a CONDOMINIUM (“FIRST AMENDMENT”).
5. Each OWNER has an undivided fractional interest in and to the common

elements dedicated and delineated as such, inclusive of the following described real property, to-wit:

PARCEL 1:

From the Southeast corner of Battle’s Wharf Estates as recorded on Slide 1310-B in the Judge of Probate’s Office, Baldwin County, Alabama, run North 72 degrees 37 minutes 13 seconds West along the South boundary of said subdivision, 7.88 feet to the POINT OF BEGINNING; thence continue North 72 degrees 37 minutes 13 seconds West, along South said boundary line, 146.45 feet to a point; thence run South 17 degrees 22 minutes 47 seconds West, 16.19 feet to a point; thence run South 24 degrees 12 minutes 42 seconds East, 91.28 feet to a point; thence run North 62 degrees 51 minutes 07 seconds East, 120.44 feet to the POINT OF BEGINNING. Said parcel contains 6,675 square feet, more or less.

TOGETHER WITH a right of access, ingress and egress over, across and upon the following described parcel, to-wit:

PARCEL 2:

Commencing at an iron pipe on the West right-of-way line of U.S. Highway Number 98, where it intersects the Southeast corner of Lot 2 of North Point Clear Subdivision as recorded in Map Book 1, Page 149 in the Office of the Judge of Probate, Baldwin County, Alabama; run thence North 58 degrees 31 minutes 13 seconds West, 279.13 feet to a point; thence run North 31 degrees 28 minutes 47 seconds East, 84.69 feet to a point; thence run South 72 degrees 45 minutes 42 seconds West, 5.0 feet to a point; thence run South 17 degrees 14 minutes 18

seconds East, 65.67 feet to a point; thence run North 72 degrees 45 minutes 42 seconds East, 126.83 feet to a point; thence run South 17 degrees 14 minutes 18 seconds East, 126.83 feet to a point; thence run North 72 degrees 45 minutes 42 seconds East, 70.67 feet to a point; thence run North 81 degrees 55 minutes 10 seconds East, 85.66 feet to a point; thence run North 66 degrees 45 minutes 42 seconds East, 205.83 feet to a point; thence run North 23 degrees 14 minutes 18 seconds West, 65.67 feet to a point; thence run North 18 degrees 21 minutes 11 seconds East, 16.19 feet to a point; thence run North 71 degrees 38 minutes 49 seconds West, 25.0 feet to the POINT OF BEGINNING; thence continue North 71 degrees 38 minutes 49 seconds West, 35.0 feet to a point; thence run South 18 degrees 21 minutes 11 seconds West, 49.33 feet to a point; thence run North 66 degrees 45 minutes 42 seconds East, 46.80 feet to a point; thence run North 18 degrees 21 minutes 11 seconds East, 18.26 feet to the POINT OF BEGINNING.

(collectively "CONDOMINIUM REAL PROPERTY").

The CONDOMINIUM REAL PROPERTY is subject to the terms, conditions and provisions of the DECLARATION and FIRST AMENDMENT.

6. OWNERS wish to convey the CONDOMINIUM REAL PROPERTY unto Thomas P. Ollinger, Jr. ("OLLINGER"), his heirs and assigns, for valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, as follows, to-wit:

- (a) a fee simple interest in and to Parcel 1 above-described; and
- (b) a non-exclusive right of access, ingress and egress upon, over and across Parcel 2 above-described.

7. ASSOCIATION and OWNERS desire to amend the DECLARATION to allow such conveyance pursuant and subject to Resolution adopted May 27, 2000 at the annual meeting of the ASSOCIATION.

8. The recording references in this AGREEMENT are to the records of the Office of the Judge of Probate of Baldwin County, Alabama.

NOW, THEREFORE, effective upon the recording of this AGREEMENT in the records of the Office of the Judge of Probate of Baldwin County, Alabama, ASSOCIATION and OWNERS do hereby agree as follows:

A. DURABLE POWER OF ATTORNEY AND CONVEYANCE OF REAL PROPERTY:

OWNERS do hereby make, constitute and appoint ASSOCIATION, by and through the President of the BOARD OF DIRECTORS of the ASSOCIATION, the true and lawful ATTORNEY-IN-FACT of OWNERS, for OWNERS and in the name, place and stead of OWNERS, and on behalf of OWNERS to execute and deliver the ASSOCIATION DEED OF CONVEYANCE (as defined in this AGREEMENT) and to GRANT, BARGAIN SELL, AND CONVEY, the CONDOMINIUM REAL PROPERTY to OLLINGER, as aforesaid, by Statutory Warranty Deed. This power of attorney shall not be affected by disability, incompetency or incapacity of the respective OWNERS.

B. The DECLARATION is hereby amended to add the following additional provisions:

1. EXCLUSION OF CONDOMINIUM REAL PROPERTY. Parcel 1 of the CONDOMINIUM REAL PROPERTY is hereby removed from the Condominium form of ownership and use and shall henceforth no longer form a part of the common elements of POINT CLEAR LANDING, A CONDOMINIUM; provided, however, that upon such conveyance thereof, no dwelling whatsoever shall be permitted thereupon nor vehicular access along the eastern boundary thereof to Scenic Highway 98, and said conveyance shall contain a restrictive covenant to such effect.

2. COVENANTS, CONDITIONS AND RESTRICTIONS. All provisions of this AGREEMENT shall, to the extent applicable and unless otherwise expressly provided in this AGREEMENT to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein; and all of the provisions of this AGREEMENT shall be binding on and inure to the benefit of OLLINGER, ASSOCIATION and any OWNER of a UNIT in the CONDOMINIUM and their respective heirs, executors, administrators, legal representatives, personal representatives, successors and assigns, but said provisions are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

3. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this AGREEMENT and any exhibits attached to this AGREEMENT, as the same may be amended from time to time, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion thereof.

4. GOVERNING LAW. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this AGREEMENT such dispute or litigation shall be governed by the Laws of the State of Alabama.

5. RATIFICATION. Each UNIT OWNER, by reason of having acquired ownership of a UNIT in the CONDOMINIUM, whether by purchase, gift, operation of law, or otherwise, shall be deemed to have acknowledged and agreed that all the provisions of this AGREEMENT are binding on the CONDOMINIUM and ASSOCIATION.

6. CAPTIONS. The captions used in this AGREEMENT are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of this AGREEMENT.

7. AUTHORITY. This AGREEMENT has been executed by each of the undersigned with full authority. Each of the undersigned have full legal authority, right and power to execute, deliver and perform each of their obligations under this AGREEMENT.

8. ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties pertaining to the subject matter contained in this AGREEMENT and fully supersedes all prior agreements and understandings and negotiations, such being merged in this AGREEMENT; and this AGREEMENT constitutes the only evidence necessary to prove the agreements between the parties.

9. COUNTERPARTS. This AGREEMENT may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement.

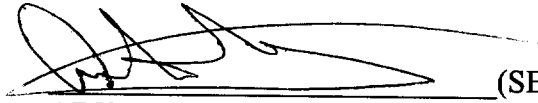
POINT CLEAR LANDING ASSOCIATION, INC.
an Alabama Non-Profit Corporation

By: 

JACK EDWARDS

Its: President

SIGNED BY JACK EDWARDS
ON THE 6 DAY OF March, 2000.

 (SEAL)

ARTHUR R. FITZNER
OWNER UNIT 6-B

Julie Fitzner Jurotich
Julie Fitzner Jurotich

SIGNED BY ARTHUR R. FITZNER
ON THE 15th DAY OF July, 2000.

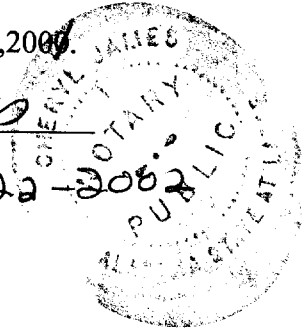
STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned authority, a Notary Public in and for said State and County hereby certify that **JACK EDWARDS**, whose name as **President of POINT CLEAR LANDING ASSOCIATION, INC.**, an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 6 day of March, 2000.

Cheryl James
NOTARY PUBLIC

My Commission Expires: 5-22-2002



STATE OF ALABAMA)
COUNTY OF Baldwin)

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

Given under my hand and seal this 15th day of July, 2000.

Cindy D. Melton
NOTARY PUBLIC

My Commission Expires: 10-31-2000



STATE OF ALABAMA)
COUNTY OF Baldwin)

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

Given under my hand and seal this 15th day of July, 2000.

Cindy D. Melton
NOTARY PUBLIC
MY Commission Expires: 10/31/2000



This instrument prepared by:
Thomas P. Ollinger, Jr.
Fernandez, Ollinger, Combs
& Fontenot, L.L.C.
P. O. Box 162
Mobile, Alabama 36601
(334) 433-0738



**AGREEMENT AND THIRD AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF POINT CLEAR LANDING, A CONDOMINIUM**

This **Agreement and Third Amendment** (this "**Agreement**") is made effective on the **Effective Date** (as defined in this **Agreement**), by and among **DeArman, L.L.C.**, an Alabama Limited Liability Company, **Point Clear Landing Association, Inc.**, an Alabama Non-Profit Corporation (the "**Association**"), and the undersigned constituting all of the **Owners of Units** in **Point Clear Landing, a Condominium**, (collectively referred to in this **Agreement** as the "**Owners**"). The undersigned **Mortgagees** constituting all of the **Mortgagees of Units** or other property in **Point Clear Landing, a Condominium** (collectively referred to in this **Agreement** as the "**Mortgagees**") join in the execution of this **Agreement** for the purposes stated.

RECITALS:

A. **Point Clear Landing, Inc.** (the "**Developer**") did execute and deliver the **Declaration of Condominium of Point Clear Landing, a Condominium** dated **July 27, 1983**, and recorded **July 28, 1983**, in **Miscellaneous Book 45, Pages 1648 through 1690** (the "**Declaration**").

B. The **Articles of Incorporation of Point Clear Landing Association, Inc.** are dated **July 26, 1983** and recorded **July 28, 1983** in **Miscellaneous Book 45, Pages 1642 through 1647** (the "**Articles of Incorporation**").

C. The **By-laws of Point Clear Landing Association, Inc.** are not dated and are recorded **July 28, 1983** in **Miscellaneous Book 45, Pages 1681 through 1689** (the "**By-laws**") and amended by a **Certificate of Resolution** dated **July 3, 2001** and recorded **July 31, 2001** as **Instrument Number 609289, Pages 1 through 2**.

D. The **Developer** did execute and deliver an **Amendment to Declaration of Point Clear Landing, a Condominium and Exercise of Option** dated **July 10, 1984** and recorded **July 19, 1984** in **Miscellaneous Book 50, Pages 663 through 669** which added a portion of the **Phase II Property** identified in the **Declaration to Point Clear Landing, a Condominium** (the "**First Amendment**").

E. The **Association**, as **Grantor**, did grant to **Thomas P. Ollinger, Jr. and Mechell F. Ollinger**, and **Richard L. Upchurch and Providence Upchurch**, as **Grantees**, an **Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559430, Pages 1 through 11** (the "**Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction**").

F. The **Association**, as **Grantor**, did grant to **Frederick J. Miller and Angela J. Miller, Michael D. Fitzhugh and Earline V. Fitzhugh**, and **William C. Morgan and Margaret K. Morgan**, as **Grantees**, a **Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559433, Pages 1 through 12** (the "**Non-Exclusive Riparian Easement for Watercraft Ingress and Egress**").

G. The **Association** and all of the **Owners of Units** in **Point Clear Landing, a Condominium** did execute and deliver an **Agreement and Second Amendment to Declaration of Condominium of Point Clear Landing, a Condominium** dated **June 14, 2001** and recorded **September 4, 2002** as **Instrument Number 679419, Pages 1 through 21** (the "**Second Amendment**"), which authorized the conveyance of a portion of **Point Clear Landing, a Condominium** to **Thomas P. Ollinger, Jr.**, and a nonexclusive right of access, ingress and egress upon, over and across **Parcel 2** described in the **Second Amendment**.

H. A portion of the **Phase II Property** identified in the **Declaration** was not submitted to **Point Clear Landing, a Condominium** by the **First Amendment**. The time period provided for in the **Declaration**

within which any additional property could be submitted to **Point Clear Landing, a Condominium** has expired.

I. **DeArman, L.L.C.** is the owner of the following described real property (the "**DeArman Property**"), to-wit:

Commence at the West right-of-way line of U.S. Highway No. 98, where it intersects the Southeast corner of Lot 2 of North Point Clear Subdivision as recorded in Map Book 1, Page 149 in the Office of the Judge of Probate, Baldwin County, Alabama; run thence North 58 Degrees 31 Minutes 13 Seconds West for 279.13 feet; run thence North 31 Degrees 28 Minutes 47 Seconds East for 84.69 feet to the Point Of Beginning; run thence North 17 Degrees 14 Minutes 18 Seconds West for 15.00 feet; run thence North 72 Degrees 45 Minutes 42 Seconds East for 129.73 feet; run thence South 62 Degrees 14 Minutes 18 Seconds East for 64.73 feet; run thence North 27 Degrees 45 Minutes 42 Seconds East for 50.00 feet; run thence South 62 Degrees 14 Minutes 18 Seconds East for 40.00 feet; run thence South 27 Degrees 45 Minutes 42 Seconds West for 51.28 feet; run thence South 17 Degrees 14 Minutes 18 Seconds East for 103.92 feet; run thence North 72 Degrees 45 Minutes 42 Seconds East for 26.27 feet; run thence North 27 Degrees 45 Minutes 42 Seconds East for 53.46 feet; run thence North 66 Degrees 45 Minutes 42 Seconds East for 187.41 feet; run thence North 18 Degrees 21 Minutes 11 Seconds East for 18.26 feet; run thence South 71 Degrees 38 Minutes 49 Seconds East for 25.00 feet; run thence South 18 Degrees 21 Minutes 11 Seconds West for 16.19 feet; run thence South 23 Degrees 14 Minutes 18 Seconds East for 65.67 feet; run thence South 66 Degrees 45 Minutes 42 Seconds West for 205.83 feet; run thence South 81 Degrees 55 Minutes 10 Seconds West for 85.66 feet; run thence South 72 Degrees 45 Minutes 42 Seconds West for 70.67 feet; run thence North 17 Degrees 14 Minutes 18 Seconds West for 126.83 feet; run thence South 72 Degrees 45 Minutes 42 Seconds West for 126.83 feet; run thence North 17 Degrees 14 Minutes 18 Seconds West for 65.67 feet; run thence North 72 Degrees 45 Minutes 42 Seconds East for 5.00 feet to the Point of Beginning.

Less and except the following:

Commence at the West right-of-way line of U.S. Highway No. 98, where it intersects the Southeast corner of Lot 2 of North Point Clear Subdivision as recorded in Map Book 1, Page 149 in the Office of the Judge of Probate, Baldwin County, Alabama; run thence North 58 Degrees 31 Minutes 13 Seconds West for 279.13 feet; run thence North 31 Degrees 28 Minutes 47 Seconds East for 84.69 feet to the Point of Beginning; run thence North 72 Degrees 45 Minutes 42 Seconds East for 117.67 feet; run thence South 17 Degrees 14 Minutes 18 Seconds East for 61.33 feet; run thence South 72 Degrees 45 Minutes 42 Seconds West for 117.67 feet; run thence North 17 Degrees 14 Minutes 18 Seconds West for 61.33 feet to the Point of Beginning.

J. **DeArman, L.L.C.** (the "**Declarant**") desires to construct **six (6) Units** and related **Common Elements** and **Limited Common Elements** on the **DeArman Property** and to submit said **Units** and related **Common Elements** and **Limited Common Elements** to **Point Clear Landing, a Condominium**, in one or two phases as more specifically provided for in this **Agreement**.

K. The **Association** and **Owners** desire to amend the **Condominium Documents** (as defined below) to allow the additional **Units** and related **Common Elements** and **Limited Common Elements** to be submitted to **Point Clear Landing, a Condominium**, as described in this **Agreement**.

L. The **Mortgagees** join in the execution of this **Agreement** for the purposes stated.

The recording references in this **Agreement** are to the records of the **Office of the Judge of Probate of Baldwin County, Alabama**.

NOW, THEREFORE, the Association, Owners, Mortgagees and DeArman, L.L.C. agree as follows:

Article I
Agreement and Amendment

Section 1.01. Amendment. The Declaration is amended as provided for in this Agreement. If there is any conflict or inconsistency by and among this Agreement and the Condominium Documents (as defined in this Agreement), this Agreement, as such conflict pertains to the DeArman Property, shall govern and control.

Section 1.02. Terms. The terms used in this Agreement shall have the same meaning as they are defined in the Declaration or in this Agreement unless the context clearly indicates a different meaning for the terms. When the context permits, use of the plural shall include the singular, use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 1.03. Multiple Agreements. The parties to this Agreement contemplate that Jessie Kaylor and Point Clear Landing Association, Inc. shall enter into a Settlement Agreement pertaining to the case pending in the Circuit Court of Baldwin County, Alabama, Case Number CV-2007-900034.00 (the "Settlement Agreement"). The Settlement Agreement is incorporated into this Agreement as if fully set out. The Settlement Agreement and this Agreement shall be read together as one agreement. If there is any conflict between the provisions of the Settlement Agreement and this Agreement, this Agreement shall govern and control.

Section 1.04. Binding Effect. The Association, Owners, Mortgagees and DeArman, L.L.C. declare that Point Clear Landing, a Condominium and any Subsequent Phase (as defined in this Agreement) that may be added to and subjected to Point Clear Landing, a Condominium, by Incremental Certificate of Amendment (as defined in this Agreement) is and shall be held, owned, transferred, sold, conveyed, given, purchased, hypothecated, encumbered, rented, leased, used, occupied, built upon, developed, improved, and otherwise used, improved and maintained, subject to this Agreement and shall run with the land and any Unit or Common Element and shall be binding upon and inure to the benefit of the Association, Owners and DeArman, L.L.C. and all parties having any right, title or interest in Point Clear Landing, a Condominium, their heirs, successors and assigns.

Article II
Definitions

The terms used in this Agreement shall have the same meanings stated in the 1991 Condominium Act (as defined in this Agreement), and in the Declaration, unless the context otherwise requires. The Declaration is amended to add the following additional definitions:

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association dated July 26, 1983 and recorded July 28, 1983, in Miscellaneous Book 45, Pages 1642 through 1647.

"Assessment" shall mean and refer to a proportionate share of the funds required for the payment of the Common Expenses which from time to time may be levied against each Owner as described in this Agreement and in the 1991 Condominium Act (as described in this Agreement).

"Board of Directors" shall mean and refer to the Board of Directors of the Association elected pursuant to the By-laws of the Association.

"Boat Slip" shall mean and refer to the Boat Slip described in Section 5.04.A.2. of this

Agreement. The **Boat Slip** in each **Subsequent Phase** is a **Limited Common Element**.

"Building" shall mean and refer to all structures or structural **Improvements** located in **Point Clear Landing, a Condominium** and forming part of **Point Clear Landing, a Condominium**.

"By-laws" shall mean and refer to the **By-laws** of the **Association** which are not dated and recorded **July 28, 1983, in Miscellaneous Book 45, Pages 1681 through 1689**, together with all amendments thereto.

"Certification" shall mean and refer to the **Certification** executed by an independent registered engineer or registered architect as required by the **1991 Condominium Act** (as defined in this **Agreement**) and as described in **Section 3.02** of this **Agreement**.

"Common Surplus" shall mean and refer to the excess of all receipts of the **Association** arising out of the **Common Elements** over the amount of the **Common Expenses**.

"Condominium Documents" shall mean and refer to the **Declaration, Articles of Incorporation, By-laws, First Amendment, Second Amendment, Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction, Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** (all as defined in this **Agreement**), this **Agreement** and any **Incremental Certificate of Amendment** (as defined in this **Agreement**), all **Rules and Regulations** adopted by the **Association** and all exhibits attached to the **Condominium Documents** as the same may be amended from time to time.

"DeArman, L.L.C." shall mean and refer to **DeArman, L.L.C., an Alabama Limited Liability Company**, and the successors and assigns of **DeArman, L.L.C.**, who shall receive by assignment from **DeArman, L.L.C.** all, or a portion of the rights of **DeArman, L.L.C.** as set out in this **Agreement** as **DeArman, L.L.C.**, by an instrument expressly assigning such rights of **DeArman, L.L.C.** to such assignee.

"DeArman Property" shall mean and refer to the **DeArman Property** described in **Paragraph I** of the **Recitals** of this **Agreement**.

"Declarant" shall mean and refer to **DeArman, L.L.C., an Alabama Limited Liability Company**.

"Declaration" shall mean and refer to the **Declaration of Condominium of Point Clear Landing, a Condominium** dated **July 27, 1983** and recorded **July 28, 1983** in **Miscellaneous Book 45, Pages 1648 through 1690**.

"Developer" shall mean and refer to **Point Clear Landing, Inc.**

"Development Rights" shall have the same meaning as is defined in the **1991 Condominium Act** (as defined in this **Agreement**) and as set out in this **Agreement**.

"Effective Date" shall mean and refer to the date on which the **Association**, and all of the **Owners** and **Mortgagees** have properly executed this **Agreement** and a fully executed original of this **Agreement** has been delivered to counsel for **DeArman, L.L.C.**

"Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction" shall mean and refer to the **Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction** described in **Paragraph E** of the **Recitals** of this **Agreement**.

"First Amendment" shall mean and refer to the **First Amendment** described in **Paragraph D** of the **Recitals** to this **Agreement**.

"Improvements" shall mean and refer to all **Buildings**, structures, structural **Improvements** and all other permanent fixtures forming part of any **Subsequent Phase of Point Clear Landing, a Condominium**.

"Incremental Certificate of Amendment" shall mean and refer to the **Incremental Certificate of Amendment** which submits any **Subsequent Phase to Point Clear Landing, a Condominium**, as provided for in this **Agreement**.

"Limited Common Elements" shall mean and refer to a portion of the **Common Elements** allocated for the exclusive use of one or more but fewer than all of the **Units** and as defined in the **1991 Condominium Act** (as defined in this **Agreement**).

"Limited Common Expenses" shall mean and refer to the expenses arising out of the ownership of the **Limited Common Elements** and shall include, but not be limited to, the expenses of maintenance, operation, repair, replacement, rehabilitation, restoration, renovation and betterment of the **Limited Common Elements**; and expenses declared to be **Limited Common Expenses** by the provisions of the **Declaration**, as the same may be amended, from time to time, in accordance with the provisions of the **Declaration**.

"Mortgage" shall mean and refer to any **Mortgage**, deed with vendor's lien reserved and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation. The term includes a lien created by a **Mortgage**, vendor's lien, deed of trust, contract for deed, land sales contract, lease intended as security, assignment of leases and rents intended as security, or any similar security device, pledge of an ownership interest, and any other consensual lien or title retention contract intended as security for an obligation.

"Mortgagee" shall mean and refer to any lender holding a mortgage or vendor's lien on any part or all of **Point Clear Landing, a Condominium**.

"Non-Exclusive Riparian Easement for Watercraft Ingress and Egress" shall mean and refer to the **Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** described in **Paragraph E**, of the **Recitals** to this **Agreement**.

"Owner" shall mean and refer to one or more **Persons** who hold the record title to any **Unit** but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

"Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a limited partnership, the **Association**, a Trustee or other legal entity.

"Phase II Property" shall mean and refer to the **Phase II Property** identified in the **Declaration**.

"Point Clear Landing, a Condominium" shall mean and refer to **Point Clear Landing, a Condominium** and consists of all property, both real, personal or mixed, which is submitted to **Point Clear Landing, a Condominium** as provided for in the **Declaration** and this **Agreement** and includes the real property, all **Improvements** located on the real property, all easements, rights, interests or appurtenances to the real property, and all personal property used in connection with **Point Clear Landing, a Condominium**, but does not include the **DeArman Property** unless it is submitted to **Point Clear Landing, a Condominium**, by **Incremental Certificate of Amendment** as provided for in this **Agreement**.

"Proposed Subsequent Phase Plans" shall mean and refer to the **Proposed Subsequent Phase Plans** described in **Section 3.04**, of this **Agreement** which **Proposed Subsequent Phase Plans** depict and describe the plan of development agreed upon by the **Association** and **DeArman, L.L.C.** for construction of the **Subsequent Phases** addressed in this **Agreement** and which shall be substantially

followed in constructing any **Subsequent Phase(s)** subject only to modifications necessary as a practical matter for prudent construction of each **Subsequent Phase** and in order to comply with any requirements of any governmental and regulatory body.

"**Rules and Regulations**" shall mean and refer to the **Rules and Regulations** which may be adopted by the **Association** as provided for in the **Declaration**.

"**Second Amendment**" shall mean and refer to the **Second Amendment** described in **Paragraph G.** of the **Recitals** to this **Agreement**.

"**Special Declarant Rights**" shall have the same meaning as is defined in the **1991 Condominium Act** (as defined in this **Agreement**) and as set out in this **Agreement** with the exception of and excluding the **Special Declarant Rights** provided under **Ala. Code 1975, §35-8A-220** and **§35-8A-303(d)** which shall not apply to **DeArman, L.L.C.**.

"**Subsequent Phase**" shall mean and refer to the separate or different phases or parcels submitted to **Point Clear Landing, a Condominium** by **Incremental Certificate of Amendment** to the **Declaration** and this **Agreement** as described in this **Agreement**.

"**Subsequent Phase Plans**" shall mean and refer to the final site plan, floor plan and elevations of any **Subsequent Phase** prepared for the purposes of and submitted by **Incremental Certificate of Amendment to Point Clear Landing, a Condominium** pursuant to the provisions of this **Agreement**. The **Subsequent Phase Plans** shall depict the as-built details of any **Subsequent Phase** after said **Subsequent Phase** has been constructed in accordance with the **Proposed Subsequent Phase Plans** attached hereto as **Exhibit "A"**. The **Subsequent Phase Plans** shall be prepared by an independent registered engineer or registered architect, which shall be attached to the **Incremental Certificate of Amendment** when filed in accordance with the provisions of this **Agreement**. The **Subsequent Phase Plans** shall contain the **Certification** executed by an independent registered engineer or registered architect as required by the **1991 Condominium Act** (as defined in this **Agreement**).

"**Unit**" or "**Private Element**" in any **Subsequent Phase** shall have the same meaning as **Unit** or **Private Element** as described in this **Agreement**.

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

"**Vessel**" shall mean and refer to any craft for traveling on water including a boat, sailboat or other water craft which is motorized or self-propelled and in a seaworthy condition, together with any tender to said **Vessel**. In the event of any dispute as to whether a particular **Vessel** is permitted to be kept in a **Boat Slip** or otherwise operated within the **Yacht Basin** (as defined in this **Agreement**) the determination of the **Association** shall be dispositive.

"**Yacht Basin**" shall mean and refer to the waterway located contiguous to the **DeArman Property** and **Point Clear Landing, a Condominium**, not including **Mobile Bay**.

"**1973 Condominium Act**" shall mean and refer to **Ala. Code 1975, §35-8-1, et seq.**

"**1991 Condominium Act**" shall mean and refer to the "**Alabama Uniform Condominium Act of 1991**" **Ala. Code 1975, §35-8A-101, et seq.**

Article III

Incremental Submission of the DeArman Property to Point Clear Landing, a Condominium

Section 3.01. Amendment to Permit the Submission of all or Part of the DeArman Property to

Point Clear Landing, a Condominium. DeArman, L.L.C. expressly reserves the right, privilege and option with respect to all of the DeArman Property to exercise the **Development Rights and Special Declarant Rights** which are more fully described in this Agreement and the **1991 Condominium Act**. Neither the **Owners, Association or Mortgagees** shall take any action which interferes with the **Development Rights or Special Declarant Rights** reserved to DeArman, L.L.C. in this Agreement with the exception of those actions and rights of the **Association and Owners** provided under this Agreement or provided under the **1991 Condominium Act**.

Section 3.02. Subsequent Phase(s). Subject to and in accordance with the terms and provisions of this Agreement, including, specifically, **Section 3.04**, of this Agreement and the **Proposed Subsequent Phase Plans** attached to this Agreement as **Exhibit "A"** which generally depict the planned future development of the DeArman Property as agreed upon by DeArman, L.L.C. and **Point Clear Landing Association, Inc.**, DeArman, L.L.C. shall have the right, privilege and option, without the need for the consent or approval of the **Association, Owners or Mortgagees** to submit all or any part of the DeArman Property to **Point Clear Landing, a Condominium** in separate or different phases or parcels at different times by **Incremental Certificate of Amendment** to the Declaration and this Agreement (the "**Subsequent Phase(s)**"). Such **Incremental Certificate of Amendment** shall describe the land and property so submitted as an additional phase to **Point Clear Landing, a Condominium** and shall have attached, where appropriate, exhibits and contain such other information concerning said amendment, land and property and the **Improvements** constructed, or to be constructed, on said land and property as is required by the **1991 Condominium Act** and this Agreement. The **Incremental Certificate of Amendment** shall have attached to it **Subsequent Phase Plans** and the **Certification** executed by an independent registered engineer or registered architect as required by the **1991 Condominium Act**. DeArman, L.L.C. may exercise the **Development Rights and Special Declarant Rights** described in this Agreement at different times, and from time to time, by the filing in the **Office of the Judge of Probate of Baldwin County, Alabama** of an **Incremental Certificate of Amendment** to the Declaration and this Agreement.

No assurances are made as to whether any **Subsequent Phase** will be added to **Point Clear Landing, a Condominium**. In the event DeArman, L.L.C. exercises any **Development Right** to add any **Subsequent Phase** as provided for in this Agreement, DeArman, L.L.C. shall add those portions of the DeArman Property referenced in **Section 3.04**, of this Agreement and as depicted on the **Proposed Subsequent Phase Plans** attached to this Agreement as **Exhibit "A"** as being part of each **Subsequent Phase** and as may be required by any governmental authorities. Given the need for governmental and regulatory body approval of the plan of development for each **Subsequent Phase** addressed hereby, no absolute assurances are made with respect to the boundaries of any portions of any **Subsequent Phase** that might be added to **Point Clear Landing, a Condominium**, or the order in which any such portions may be so added. In the event DeArman, L.L.C. exercises this **Development Right** with respect to less than all of the DeArman Property, DeArman, L.L.C. shall be under no obligation to exercise this **Development Right** to those portions of the DeArman Property that are not so added to **Point Clear Landing, a Condominium**.

Section 3.03. Effect of Incremental Certificate of Amendment. Once a **Subsequent Phase** has been submitted by **Incremental Certificate of Amendment** to the terms and provisions of the Declaration and this Agreement, said **Subsequent Phase** shall comprise a portion of **Point Clear Landing, a Condominium**, to be governed by and subject to all of the provisions of the Declaration, this Agreement and said **Incremental Certificate of Amendment**.

Section 3.04. General Description of Improvements and Units in Subsequent Phases. **Paragraph 5.5** of the Declaration is deleted in its entirety as it applies to any **Subsequent Phase** and in substitution therefor, this **Section 3.04**, shall apply. **Phase III**, if and when constructed and thereafter submitted to **Point Clear Landing, a Condominium**, will contain **one (1) Building and two (2) Units**. **Phase IV**, if and when constructed and thereafter submitted to **Point Clear Landing, a Condominium**, will contain **one (1) Building and four (4) Units**. Any **Subsequent Phase** shall contain **Common Elements** such as automobile parking areas, lawn and landscaping, bulkheads, boat docks and other facilities as will be more

particularly depicted on the **Subsequent Phase Plans**. Each **Unit** described in each **Incremental Certificate of Amendment** will contain **three (3)** levels (stories), including **one (1)** ground level. The ground level (story) or first floor of the **Unit** will consist of an open area together with an elevator and stairway and other facilities that will be more particularly depicted on the **Subsequent Phase Plans** and described in each **Incremental Certificate of Amendment**. The next levels (stories) **two (2)** through **three (3)**, inclusively, will be constructed as climate controlled living space. All levels of each **Building** described in each **Incremental Certificate of Amendment** will contain **Common Elements**, **Limited Common Elements** and common property and equipment. The **Improvements** to be constructed on any **Subsequent Phase** are in general graphically depicted on **Exhibit "A"**, the **Proposed Subsequent Phase Plans**, which are attached to this **Agreement**, incorporated herein and made a part hereof by reference. The specific "**As Built**" location of the **Improvements** on any **Subsequent Phase** shall be described in each **Incremental Certificate of Amendment**.

Section 3.05. Type of Units. There will be **one (1)** type of **Unit** in each **Subsequent Phase** of **Point Clear Landing, a Condominium**. Each **Unit** in each **Subsequent Phase** of **Point Clear Landing, a Condominium**, shall be a residential **Unit** as described in this **Agreement** and as depicted on the **Proposed Subsequent Phase Plans** attached (subject only to modifications which are required for obtaining governmental and regulatory body approval, modifications required as a practical matter for prudent construction of such **Phases**, or other modifications as permitted by the express terms of this **Agreement**) to the **Incremental Certificate of Amendment**, when recorded.

Section 3.06. Maximum Number of Units. The maximum number of **Units** in all **Subsequent Phase(s)** which **DeArman, L.L.C.** reserves the right to create is **six (6) Units**.

Section 3.07. Amendment of Condominium Plan. Unless otherwise agreed in writing between the **Association** and **DeArman, L.L.C.**, the exterior façade of the **Buildings** to be constructed in each **Subsequent Phase** must be constructed substantially in accordance with the exterior façade of the **Buildings** depicted on the **Proposed Subsequent Phase Plans** and shall be constructed using hardiplank substantially the same width and color as is presently on the exterior of the existing **Buildings** in **Point Clear Landing, a Condominium**. However, **DeArman, L.L.C.** reserves the right to adjust the interior design of the **Units**. In addition, **DeArman, L.L.C.** reserves the right to adjust the location of the **Buildings** and **Improvements**, if necessary for obtaining governmental or regulatory body approval or as required for prudent construction of such **Buildings** and **Improvements**, and the interior design and arrangement of all **Units** in any **Subsequent Phase**, as depicted on the **Proposed Subsequent Phase Plans**, including without limitation, the erection or removal of interior walls, fixtures, plumbing, electrical wiring, doors, flooring, heating and air conditioning, ventilation and ducts, to alter the boundaries between **Units** in any **Subsequent Phase** so long as **DeArman, L.L.C.**, or the affiliates or members of **DeArman, L.L.C.**, owns the **DeArman Property** or the **Units** in any **Subsequent Phase** so altered. Changes in the boundaries between **Units** in any **Subsequent Phase**, as provided in this **Agreement**, shall be reflected on the **Subsequent Phase Plans**. If **two (2)** adjoining **Units** in any **Subsequent Phase** are combined to make **one (1)** larger **Unit**, the **Assessments** of the **Association** and the ownership interest in the **Common Elements** attributable to the combined **Unit** shall remain as though there are **two (2)** separate **Units**. The **Subsequent Phase Plans** or an amendment to the **Subsequent Phase Plans** reflecting a change in the location of the **Buildings** or **Improvements** or the alteration of the boundaries of the **Units** in any **Subsequent Phase**, so long as such change complies with the provisions of this **Agreement**, must be signed and acknowledged only by **DeArman, L.L.C.** and need not be approved by the **Owners** and **Mortgagees**, whether or not such approval may elsewhere be required in the **Declaration** or this **Agreement**. **Provided, however**, except as to the **Development Rights** and **Special Declarant Rights** reserved to **DeArman, L.L.C.** in this **Agreement**, any change which shall result in a change in the undivided interest in the **Common Elements** or **Limited Common Elements** or a change in the share of the **Common Expenses** or **Limited Common Expenses** with respect to **Owners** of **Units** may not be made without an amendment of the **Declaration** and this **Agreement** approved by the **Owners** and **Mortgagees** in the manner elsewhere required in the **Declaration** as amended by this **Agreement**.

Section 3.08. Option to Increase Size of Units and Walls. DeArman, L.L.C. expressly reserves the right to increase the size of any Unit in any Subsequent Phase owned by DeArman, L.L.C. and to increase the height of any wall in any Building in any Subsequent Phase without the consent of the Association or any Owner or Mortgagee. Provided, however, anything else contained in this **Section 3.08.** to the contrary notwithstanding, DeArman, L.L.C. shall not increase the size of any Unit in any Subsequent Phase owned by DeArman, L.L.C. more than twenty-five percent (25%) without the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld.

Section 3.09. Use for Sales, Management Offices, Models and Signs. DeArman, L.L.C. may make use of the unsold Units in any Subsequent Phase and of the Common Elements and common areas and facilities in order to facilitate the completion and sale of the Units in any Subsequent Phase, including, but not limited to, showing of any Unit in any Subsequent Phase. One (1) Unit shall be subject to the statutory right concerning sales and management offices and models in Units and the Common Elements and the right to maintain signs in favor of DeArman, L.L.C. provided in Ala. Code 1975, §35-8A-215. DeArman, L.L.C. otherwise expressly reserves the right to use one (1) Unit owned by DeArman, L.L.C. as a model and for management offices and/or sales and leasing offices. DeArman, L.L.C. reserves the right to relocate the office and/or model from time to time within the Subsequent Phase. DeArman, L.L.C. further reserves the right to maintain on the Common Elements in any Subsequent Phase and within any Unit in any Subsequent Phase owned by DeArman, L.L.C., advertising signs standard in size which may be located, from time to time: (i) along Scenic Highway 98; (ii) inside the entrance of Point Clear Landing, but only as is required to direct potential purchasers to the location of Units for sale; and (iii) on the DeArman Property facing the marina so as to "advertise" to boat traffic.

Section 3.10. Easements. Point Clear Landing, a Condominium, shall be, and the same is hereby declared to be, subject to the easements and conditions prescribed and established in the Declaration, this Agreement and as follows:

A. Reservations of Easements to DeArman, L.L.C. Nonexclusive easements are reserved to DeArman, L.L.C., and the successors and assigns of DeArman, L.L.C., throughout the Common Elements of Point Clear Landing, a Condominium as may be reasonably necessary to connect to existing utilities in or adjoining Point Clear Landing, a Condominium. The parties acknowledge that in order for DeArman, L.L.C. to develop the DeArman Property, it will be necessary that nonexclusive easements be reserved to DeArman, L.L.C. as described in this **Section 3.10.** in order to connect to utilities. Neither the Owners nor the Board of Directors nor their use of Point Clear Landing, a Condominium, or application of the Declaration or this Agreement shall unreasonably interfere with the completion of the contemplated Improvements and sales of the Units in any Subsequent Phase until DeArman, L.L.C. has completed all of the contemplated Improvements and closed the sales of all of such Units in any Subsequent Phase. These Special Declarant Rights exist as to any Subsequent Phase until the filing of the Incremental Certificate of Amendment as to said Subsequent Phase. The nonexclusive easements and rights granted hereby shall not, however, be used or applied to restrict normal use and access to the existing Units and Common Elements by the Owners.

B. Utilities and Drainage. Easements are reserved throughout Point Clear Landing, a Condominium, as may be required for Utility Services and drainage in order to adequately serve any Subsequent Phase of Point Clear Landing, a Condominium. Provided, however, such easements shall be only in accordance with the Plans or Subsequent Phase Plans or as the Improvements are constructed, unless approved in writing by the Board of Directors of the Association. Each Unit shall have an easement as may be required to adequately drain Point Clear Landing, a Condominium. Each Unit and Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving said Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have a right of access to each Unit to inspect the Unit, to

remove violations from the **Unit**, and to maintain, repair or replace the **Common Elements**; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the **Owners** permitted use of the **Unit**, and except in the event of emergency, entries shall not be made without prior notice to the **Owner**. The **Association** and **Owners** grant to **DeArman, L.L.C.** the nonexclusive right and easement throughout the **Common Elements** of **Point Clear Landing, a Condominium**, as may be reasonably necessary for connecting and tying on to existing utilities. The parties acknowledge that it may be necessary for **DeArman, L.L.C.** in the development of any **Subsequent Phase** to construct utility **Improvements** in, on, under, over and across the land which forms a part of the **Common Elements** to connect said utilities to any **Subsequent Phase**.

C. **Utility Equipment.** There may be utility equipment located on the **Common Elements** appurtenant to some **Units**. An easement is reserved in favor of each **Unit** for the purpose of placement, maintenance, repair and replacement of said utility equipment; provided that no utility equipment shall be placed in any part of the **Common Elements** or **Limited Common Elements** other than its present location unless the written approval of the **Board of Directors** of the **Association** shall have first been obtained.

D. **Telecommunications Easements.** Telecommunications easements are reserved throughout the whole of **Point Clear Landing, a Condominium**, including **Units**, as may be required for telecommunications services and equipment (including, without limitation, telephone, television, cable service, satellite dishes, tower antennas and similar type equipment) in order to adequately serve **Point Clear Landing, a Condominium**. An easement is reserved throughout the whole of **Point Clear Landing, a Condominium**, including **Units**, for the purpose of placement, maintenance, repair and replacement of said telecommunications equipment. **Provided, however**, no telecommunications equipment may be installed outside of a **Unit** which is not approved by the **Association**. The **Association** must comply with the provisions of the **Telecommunications Act of 1996** and the regulations issued pursuant thereto by the **Federal Communications Commission**.

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

F. **Support.** Each **Unit** shall have an easement of support and of necessity and shall be subject to an easement of support and of necessity in favor of all other **Units**, and the **Common Elements**.

G. **Easements for Ingress and Egress.** Each **Unit** shall have an easement for pedestrian traffic over, through and across sidewalks, paths, walks, lobbies, elevators (not including elevators included exclusively within a **Unit**), stairways, walkways and lanes and light passage ways, as the same may from time to time exist in the **Common Elements**; and for ingress and egress over, through and across such portions of the **Common Elements** as may from time to time be paved and intended for such purposes, but said easement shall not give or create in any **Person** the right to park on any portion of **Point Clear Landing, a Condominium** not designated as a parking area nor shall said easement give or create in any **Person** the right to use or occupy a **Limited Common Element** designated for the exclusive use of others. This easement shall be nonexclusive and shall include the right of ingress and egress to a public street or highway upon and over **Common Elements** providing such access and as shown on the **Subsequent Phase Plans**.

H. **Easements Appurtenant to Units.** The nonexclusive easements and other rights created in the **Declaration** or this **Agreement** for the **Owners of Units** shall be appurtenant to the **Unit** of that **Owner** and all conveyances of title to the **Unit** shall include a conveyance of the easements and rights as provided in the **Declaration** or this **Agreement** even though no specific reference to such easements and rights appear in such instrument. The **Owners** do designate the **Association** as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions of the **Declaration** or this **Agreement**.

Section 3.11. Right to Lease Units. **DeArman, L.L.C.** expressly reserves the right to lease any **Unit** in any **Subsequent Phase** which may be owned by **DeArman, L.L.C.** on such terms as **DeArman, L.L.C.** may deem proper and desirable and may transfer **Units** subject to such lease, including leasing one such **Unit** for use as a management, sales or leasing office according to the provisions of **Section 3.09.** **Provided, however,** anything else contained in this **Section 3.11.** to the contrary notwithstanding, the minimum rental or leasing period for all **Units** in **Point Clear Landing, a Condominium**, shall be **three (3) months**.

Section 3.12. Agreement. Each **Person** who shall acquire any **Unit** in any **Subsequent Phase** or interest, lien, or **Mortgage** in any such **Unit** shall be deemed, by accepting a deed or conveyance of or otherwise acquiring such **Unit**, interest, lien or **Mortgage** in any **Subsequent Phase**, to have agreed and consented, within the meaning of the **Declaration** as amended by this **Agreement** and the **1991 Condominium Act** to be bound by the terms and provisions of the **Declaration** as amended by this **Agreement** and to have further agreed and consented that any amendment to the **Declaration** or this **Agreement** executed by **DeArman, L.L.C.** alone shall be binding and effective as written notwithstanding the fact that the undivided interest of any **Unit** or **Owner** in the **Common Elements of Point Clear Landing, a Condominium** will be changed by said amendment.

Section 3.13. Time Limit. Anything else contained in this **Agreement** to the contrary notwithstanding, any **Development Rights** or **Special Declarant Rights** granted to **DeArman, L.L.C.** pursuant to this **Agreement** or the **1991 Condominium Act** must be exercised by **DeArman, L.L.C.** on or before **fifteen (15) years** from the date of the recording of this **Declaration** in the **Office of the Judge of Probate of Baldwin County, Alabama**. No assurance is made by **DeArman, L.L.C.** whether or not **DeArman, L.L.C.** will or will not exercise any **Development Rights** or **Special Declarant Rights** provided for in this **Declaration** or the **1991 Condominium Act**.

Section 3.14. Easements and Restrictions. Any **Subsequent Phase** submitted to **Point Clear Landing, a Condominium**, shall be subject to the restrictions, easements, conditions and covenants prescribed and established in the **Declaration** and this **Agreement**.

Section 3.15. Exceptions to Title and Rights of Other Parties. Any **Subsequent Phase** added to **Point Clear Landing, a Condominium**, by **Subsequent Amendment** shall be subject only to the following listed restrictions, easements, conditions and limitations except that other exceptions to title which are necessary to develop the **DeArman Property** as described in this **Agreement** may be included.

- a. Reservation to **DeArman, L.L.C.** of all oil, gas and other minerals, and all rights in connection therewith which have not been previously granted or reserved to others.
- b. Interest created by or limitations and restrictions imposed on the use of the phase submitted to **Point Clear Landing, a Condominium** as established by **Alabama** law or regulation or **Federal** law or regulation.
- c. Zoning ordinances, planning and other restrictions or regulations upon the subdivision or use of the phase submitted to **Point Clear Landing, a Condominium** as may be imposed by any governmental authority having jurisdiction over the phase submitted to **Point Clear Landing, a**

- Condominium.**
- d. **Development Rights and Special Declarant Rights** granted or reserved to **DeArman, L.L.C.** by this Agreement and by the **1991 Condominium Act**.
 - e. **The Condominium Documents.**
 - f. All ad valorem taxes and assessments.
 - g. The rights of eminent domain or governmental rights of police power.
 - h. The easements described in **Section 3.10**, of this Agreement.
 - i. The rights of the public, if any, to use any part of the land lying between the body of water of **Mobile Bay** or the **Yacht Basin** and the boundary line of the phase submitted to **Point Clear Landing, a Condominium** as granted by federal law or **Alabama** law.
 - j. The nature and extent of the riparian rights, shore rights, littoral rights and accretions incident to the phase submitted to **Point Clear Landing, a Condominium** or title to that portion of the phase submitted to **Point Clear Landing, a Condominium**, if any, lying below the mean high tide line of **Mobile Bay** or the **Yacht Basin**.
 - k. Easements or claims of easements shown or not shown by the public records.
 - l. Encroachments, overlaps, boundary line disputes and any other matter which would be disclosed by an accurate survey and inspection of the phase submitted to **Point Clear Landing, a Condominium**.
 - m. Terms and conditions of all permits and licenses of Federal, State and local government, including, but not limited to, the **Alabama Department of Environmental Management** and the **U.S. Corps of Engineers** and any other applicable agencies and departments and private and quasi governmental agencies having jurisdiction over the phase submitted to **Point Clear Landing, a Condominium**.
 - n. **Non-exclusive Easement and Right of Way** granted **Point Clear Landing, Inc.** by **Point Clear Joint Venture, an Alabama Joint Venture**, by instrument dated **October 27, 1982** and recorded **November 4, 1982** in **Real Property Book 124, Pages 828 through 832**.
 - o. Terms and conditions of the **Resolution** by **Point Clear Landing Association, Inc.** dated **March 15, 2000** and recorded **May 1, 2000** as **Instrument Number 543577, Pages 1 through 3**.
 - p. **Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction** by **Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559430, Pages 1 through 11**.
 - q. **Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** by **Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559433, Pages 1 through 12**.
 - r. Reservation of all remaining oil, gas and other minerals as contained in deed from **DeArman, L.L.C.** to the proposed purchaser.

Section 3.16. Approval by Appropriate Governmental Authority. The parties to this Agreement acknowledge that **DeArman, L.L.C.** is required by **Alabama** law to obtain certain subdivision, planning and zoning approvals from the appropriate governmental authorities and is also required to obtain certain permits and approvals from the **Corps of Engineers** and other **U.S.** governmental authorities. The **Association**, by and through its **Board of Directors**, shall support and, if called upon, to join in, any application for subdivision, planning, rezoning, permitting, licensing, and any other required approval or permit by any governmental authority or entity necessary to effect the development of any **Subsequent Phase** as provided for in this Agreement. The **Association** shall not, however, be required or obligated to spend any funds or incur any

expense in connection with supporting or giving assistance to **DeArman, L.L.C.** in seeking said governmental approvals. The **Board of Directors** of the **Association** shall timely execute any applications or other documents which may be legally required to obtain said subdivision, planning, rezoning, permitting, licensing, or other required approvals. The parties agree to cooperate with each other in attempting to obtain said approvals. Any cooperation or signing of any additional documents required of the **Board of Directors** of the **Association** pursuant to this **Section 3.16**, shall not require any further vote or approval by the **Owners**. In addition, the parties acknowledge that said governmental authority may require revisions to the **Proposed Subsequent Phase Plans** and any revisions to the **Proposed Subsequent Phase Plans** required by said governmental authority are approved so long as said approval does not change the façade of the **Buildings** on any **Subsequent Phase** or increase the number of **Units** as provided for in this **Agreement**. Any revisions required by any said governmental authority shall be reflected in any **Incremental Certificate of Amendment** and **Subsequent Phase Plans**.

Article IV **Units In Each Subsequent Phase**

Section 4.01. Amendment of Paragraph 6. of the Declaration. **Paragraph 6.** of the Declaration is amended to add the additional provisions contained in this **Article IV**.

Section 4.02. Units (Private Elements) in Each Subsequent Phase. Each **Unit** in each **Subsequent Phase** will be assigned a number or letter or a combination thereof, which will be indicated on the **Subsequent Phase Plans** so that no **Unit** bears the same designation as any other **Unit**. The legal description of each **Unit** in each **Subsequent Phase** shall consist of the identifying number or letter or a combination thereof as shown on the **Subsequent Phase Plans**, the identifying number of the **Subsequent Phase**, the name **Point Clear Landing, a Condominium** and the book and page number of the recorded **Declaration** and this **Agreement** in the records of the **Office of the Judge of Probate of Baldwin County, Alabama**. The description and location of the particular **Units** in each **Subsequent Phase** and the appurtenances will be determined with the aid of the **Subsequent Phase Plans**. The **Unit** boundaries of the **Units** in each **Subsequent Phase** will be determined as follows:

1. **Horizontal Boundaries. (Planes).** The upper and lower boundaries extended to their planer intersections with the vertical boundaries of each **Unit** in each **Subsequent Phase** shall be:

a. **Upper Boundary.** The plane of the undersurfaces of the roof rafters.

b. **Lower Boundary.** The horizontal plane of the unfinished surface of the **first (1st)** ground level (floor).

2. **Perimeter Boundaries. (Planes).** The vertical boundaries of each **Unit** in each **Subsequent Phase** shall be the vertical planes of the outer surface (exterior surface) of the plaster of drywall, or in the case of the **first (1st)** ground level (floor) the outer surface of the partial wall of the **Units** at the **first (1st)** ground level (floor) extended to their planer intersections with the horizontal boundaries of each **Unit** in each **Subsequent Phase** (and if no surface, the vertical extended plane of the perimeter of the **Unit** extended to the distance shown on the **Subsequent Phase Plans**), all of which shall be graphically depicted on the **Subsequent Phase Plans**.

Section 4.03. Elevators and Stairs. The elevator, and all equipment used in connection with said elevator, and stairs located within each **Unit** shall constitute a part of the **Unit**.

Article V
Common Elements and Limited Common Elements

Section 5.01. Common Elements. Any right, title or interest in a **Unit** shall automatically carry with said **Unit** as an appurtenance and without the necessity of specific reference to the respective undivided share of said **Unit** in the **Common Elements** and a right to use the **Common Elements** in conjunction with the other **Owners**. The **Common Elements of Point Clear Landing, a Condominium** are all portions of **Point Clear Landing, a Condominium** other than the **Units** and will include the common areas and facilities located substantially as shown on the **Plans**.

Section 5.02. Ownership of the Common Elements. Upon the incorporation of any one or more **Subsequent Phase** into **Point Clear Landing, a Condominium by Incremental Certificate of Amendment** as provided in this **Agreement**, the percentage of undivided interest of all **Units** in **Point Clear Landing, a Condominium** in the **Common Elements** shall be reallocated automatically so that each **Unit** then comprising a part of **Point Clear Landing, a Condominium** shall have, as an appurtenance to said **Unit**, an equal and undivided interest in the **Common Elements** in **Point Clear Landing, a Condominium**. For purposes of percentage of ownership in the **Common Elements**, percentage of **Common Expenses** and percentage of **Common Surplus**, and voting on all matters requiring action by the **Owners**, the percentages shall be equal. The ownership interest in the **Common Elements** shall be an undivided interest, no **Owner** shall bring any action for partition or division of the **Common Elements**, the ownership interest in the **Common Elements** shall not be conveyed, transferred, encumbered or otherwise affected separate from the ownership of the **Unit**, and any agreement to the contrary shall be void.

Section 5.03. Use. Each **Owner** shall have the right to use the **Common Elements** (except any portions of the **Common Elements** designated as a **Limited Common Element** in this **Agreement** or any **Common Elements** restricted to the exclusive use of a **Unit** as provided for in the **Declaration** and subject to leases made by or assigned to the **Board of Directors** pertaining to any **Common Element** (not **Limited Common Element**) and the exclusive and semi-exclusive parking spaces and areas) in conjunction with the **Owners** of other **Units** as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of **Point Clear Landing, a Condominium**.

Section 5.04. Limited Common Elements. **Paragraph 7**, and **Paragraph 11**, of the **Declaration** shall not apply to any property described in any **Subsequent Phase**. The **Limited Common Elements** described in this **Agreement** and as defined in the **1991 Condominium Act** shall apply to any **Subsequent Phases** described in this **Agreement**. **Paragraph 7**, and **Paragraph 11**, of the **Declaration** are deleted in their entirety as they apply to any **Subsequent Phase** and the following additional provisions are added:

A. **Location of Limited Common Elements.** The **Limited Common Elements** to be located on the property in each **Subsequent Phase** and the **Unit** to which they will be assigned are as follows:

1. **Patio, Balcony, Terrace, Porch or Steps.** The patio, balcony, terrace, porch or steps abutting each **Unit** in each **Subsequent Phase** are **Limited Common Elements** appurtenant to those **Units** to which they attach and whose use is restricted to the **Unit** to which they are appurtenant. Doorsteps or stoops, if any, providing access to a patio, balcony, terrace, porch or steps will be assigned as a **Limited Common Element** to the **Unit** in each **Subsequent Phase** to which the patio, balcony, terrace, porch or steps serve. The maintenance, repair, upkeep and replacement of each patio, balcony, terrace, porch, or steps and the doorsteps or stoops, if any, providing access to said **Unit** shall be the exclusive responsibility of the **Owner** of the **Unit** to which said patio, balcony, terrace, porch or steps shall be appurtenant. The boundary lines of each patio, balcony, terrace, porch or steps appurtenant to each **Unit** in each **Subsequent Phase** are generally described as follows: The vertical boundaries of each patio, balcony, terrace, porch or steps shall typically consist of the interior vertical surfaces of the perimeter wall, baluster or railing abutting the patio, balcony, terrace, porch or steps, and if no surface, the vertical extended plane of the perimeter of said patio, balcony, terrace, porch or steps extended upward to a height that would accommodate and include the

height of furniture approved by the **Association** and people. The horizontal boundaries of each patio, balcony, terrace, porch or steps shall typically consist of the external surface of the floor or steps of each patio, balcony, terrace, porch or steps. Each patio, balcony, terrace, porch or steps will be more specifically depicted on the **Subsequent Phase Plans**.

2. **Boat Slip.** DeArman, L.L.C. is authorized and empowered to construct and build new, or repair existing, docks, piers and mooring piles on or adjacent to the **DeArman Property** or within the **Yacht Basin** as will be more particularly depicted on the **Subsequent Phase Plans**. The **Boat Slips** to be constructed by **DeArman, L.L.C.** shall be open, meaning that there will be no walls or roof constructed as part of said **Boat Slip**. Any **Boat Slip(s)** in each **Subsequent Phase** shall be identified on the **Subsequent Phase Plans** and shall be a **Limited Common Element** appurtenant to those **Units** to which they attach and whose use is restricted to the **Unit** to which they are appurtenant. If constructed in connection with the development of the **Units**, **DeArman, L.L.C.** shall include **two (2) Boat Slips** in **Phase III** as substantially depicted on the **Proposed Subsequent Phase Plans** for **Phase III** and shall include **four (4) Boat Slips** in **Phase IV** as substantially depicted on the **Proposed Subsequent Phase Plans** for **Phase IV**. Only the **Boat Slips** described below shall constitute a **Limited Common Element** and all other parts of the docks, piers and moorings not included within the definition of **Boat Slip** below shall constitute a **Common Element**.

Any **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall consist of the space located within the area shown on the **Subsequent Phase Plans** and generally described as follows. The vertical boundaries of the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall typically consist of the interior face of the docks, piers and the mooring piles assigned to the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** and falling within the **Boat Slip (Limited Common Element)** and if no surface (no docks, piers or mooring piles), the vertical extended plane of the perimeter of said surface. There will be no specific upper boundaries for the **Boat Slip (Limited Common Element)** in each **Subsequent Phase**. The vertical or upper boundaries shall extend upward to a height that would accommodate and include the **Vessel** moored in the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** from time to time. The lower boundary of the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall extend beneath the surface of the water enough to accommodate and include the keel of the **Vessel** moored in the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** from time to time to (but not including) the bottom of the waters falling within the **Yacht Basin**. **DeArman, L.L.C.** may elect to supply plumbing and an electric power center located within the **Common Elements** adjacent to the **Boat Slip (Limited Common Element)**. If said plumbing or an electric power center is so located, each such plumbing and electric power center shall be for the exclusive use of the **Unit Owner** to which said **Boat Slip (Limited Common Element)** is assigned as a **Limited Common Element** and shall be individually metered to said **Owner**.

The **Owner** of the **Unit** in each **Subsequent Phase** shall have the nonexclusive right to use the waters within the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** as well as the water immediately adjacent to each **Boat Slip (Limited Common Element)** extending to within **one (1) foot** of the mooring pile or boundary line between **Vessels** as shown on the **Subsequent Phase Plans** for the purpose of mooring a **Vessel**. The rights of an **Owner** to use the **Boat Slip (Limited Common Element)** in each **Subsequent Phase** or the waterways within said **Boat Slip (Limited Common Element)** is a **Limited Common Element** but is nonexclusive.

The maintenance, repair, upkeep and replacement of the **Boat Slip (Limited Common Element)** and plumbing or electric power center as described above in each **Subsequent Phase** shall be the exclusive responsibility of the **Owner** of the **Unit** to which that **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall be appurtenant.

The **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall be assigned as a **Limited Common Element** to the **Unit** as described below:

<u>Unit Number:</u>	<u>Boat Slip Limited Common Element:</u>
Unit D-1	Unit D-1 Boat Slip
Unit D-2	Unit D-2 Boat Slip
Unit E-1	Unit E-1 Boat Slip
Unit E-2	Unit E-2 Boat Slip
Unit E-3	Unit E-3 Boat Slip
Unit E-4	Unit E-4 Boat Slip

B. **Proviso.** Anything else contained in this Agreement to the contrary notwithstanding, no part of any structural components of any Building shall be included within the definition of a Limited Common Element.

Section 5.05. Amendment of Paragraph 8. of the Declaration. Paragraph 8. of the Declaration is amended to add the following additional provisions:

A. **Common Elements.** The Common Elements of any Subsequent Phase shall include the Common Elements and the common areas and facilities located as substantially shown on the Subsequent Phase Plans.

B. **Boat Slip.** Each Boat Slip in each Subsequent Phase is a Limited Common Element.

C. **Patio, Balcony, Terrace, Porch or Steps.** The patio, balcony, terrace, porch or steps abutting each Unit in each Subsequent Phase is a Limited Common Element.

D. **Limited Common Elements Appurtenant.** The use of the Limited Common Elements appurtenant to each Unit in each Subsequent Phase as described in this Agreement is restricted to Owners of Units to which they are appurtenant.

Section 5.06. Limited Common Expenses. The Declaration is amended to add the following additional provisions pertaining to Limited Common Expenses:

A. **Share of Limited Common Expenses.** In addition to the Assessments provided for in the Declaration, each Owner of a Unit in each Subsequent Phase of Point Clear Landing, a Condominium shall be assessed and shall be individually liable for the Limited Common Expenses in connection with the: (i) patio, balcony, terrace, porch or steps and the doorsteps or stoops, if any, as described in Section 5.04.A.1. of this Agreement, and (ii) Boat Slip (Limited Common Element) as described in Section 5.04.A.2. of this Agreement. Payment of Limited Common Expenses shall be collected by the Association in such amounts and at such times as determined by the Board of Directors. Limited Common Expenses shall include but shall not necessarily be limited to expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts.

B. **No Exemption From Contribution.** No Owner of a Unit in any Subsequent Phase may be exempted from liability for contribution toward the Common Expenses or Limited Common

Expenses as described in this **Agreement** by waiver of the use or enjoyment of the **Common Elements** or **Limited Common Elements** or by the abandonment of said **Unit**, **Common Elements** or **Limited Common Element**.

Section 5.07. Maintenance of Limited Common Elements in Each Subsequent Phase. **Paragraph 13.** of the **Declaration** is amended to add the provision that each **Owner** in each **Subsequent Phase** is responsible for the maintenance, repair and replacement of the **Limited Common Elements** appurtenant to said **Unit** and plumbing and electric power center as provided for in **Section 5.04.** of this **Agreement**.

Article VI **Additional Miscellaneous Amendments to the Declaration**

Section 6.01. Ingress and Egress and Right to Use the Yacht Basin. Each **Owner** of a **Unit** in each **Subsequent Phase** shall have a nonexclusive perpetual easement for ingress or egress to and from the **Unit** of said **Owner** and the appurtenant **Limited Common Elements** attached to said **Unit** through the **Common Elements**. Subject to the right of the **Association** to impose reasonable **Rules and Regulations**, each **Owner** of a **Unit**, or family member, guest or invitee of said **Unit Owner**, shall have the nonexclusive right of ingress, egress and use of the waters within the **Yacht Basin**, subject to the rights to occupy a **Boat Slip** as a **Limited Common Element** as provided for in this **Agreement** or a **Boat Slip** as described in the **Declaration**.

Section 6.02. Blanket Mortgage. Paragraph 25. of the **Declaration** is amended to apply to the **DeArman Property** or any **Subsequent Phase**.

Section 6.03. Amendment to Add Additional Units. Paragraph 26. of the **Declaration** is amended as provided in this **Agreement** to allow the incremental submission of the **DeArman Property** to **Point Clear Landing, a Condominium**.

Article VII **Dispute Resolution**

Section 7.01. Agreement to Encourage Resolution of Disputes Without Litigation.

A. Amicable Resolution of Disputes. **DeArman, L.L.C.**, the **Association**, the officers, directors and committee members of the **Association**, all **Owners**, **Mortgagees** and all **Persons** subject to the **Declaration** and this **Agreement** (collectively, the "**Bound Party**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving this **Agreement** and the obligations of the parties hereunder without the emotional and financial costs of litigation. Accordingly, each **Bound Party** agrees not to file suit in any court with respect to a **Claim** (hereinafter defined), unless and until it has first submitted such **Claim** to the alternative dispute resolution procedures set forth in **Section 7.02.** of this **Agreement** in a good faith effort to resolve such **Claim**.

B. Claim. As used in this **Article**, the term "**Claim**" shall refer to any claim, grievance or dispute arising out of or relating to:

1. The interpretation, application, or enforcement of this **Agreement**; or
2. The rights, obligations and duties of any **Bound Party** under this **Agreement**;

except that the following shall not be considered a "**Claim**" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in **Section 7.02.** of this **Agreement**:

1. Any suit by the **Association** to collect **Assessments** or other amounts due

from any Owner;

2. Any suit between the Owners, which does not include DeArman, L.L.C. or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Agreement; and

3. Any suit in which any indispensable party is not a Bound Party.

Section 7.02. Dispute Resolution Procedures.

A. **Notice.** The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice (the "Notice") to each Respondent stating plainly and concisely;

1. The nature of the Claim, including the Persons involved and the role of the Respondent in the Claim;

2. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

3. The proposed resolution or remedy of the Claimant; and

4. The desire of the Claimant to meet with the Respondent to discuss in good faith ways to resolve the Claim.

B. **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in Person and confer for the purpose of resolving the Claim by good faith negotiation.

C. **Mediation.** If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the Notice described in Section 7.02. A. of this Agreement (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with a Person or entity agreed upon between the Claimant and Respondent. If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant on account of such Claim. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate. Each party shall bear its own costs of the mediation, including attorneys' fees, and each party shall share equally all fees charged by the mediator.

D. **Settlement.** Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section 7.02. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

Section 7.03. Right to Cure Breach of this Agreement. Due to the complex nature of construction and the subjectivity involved in evaluating the obligations of the parties under this Agreement, disputes may arise as to whether there is a Breach (as defined below) of this Agreement. It is the intent of the Bound Parties to resolve all disputes and claims regarding any Breach (as defined below) of this

Agreement amicably, and without the necessity of time-consuming and costly litigation. Accordingly, the **Bound Parties** shall be bound by the following claim resolution procedure with respect to any **Breach** (as defined below) of this **Agreement**:

A. **Right to Cure.** In the event that any **Bound Party** (a "**Complaining Party**") claim, contend or allege that any party has breached its obligations under this **Agreement** (collectively a "**Breach**"), any **Respondent** hereby reserves the right to cure any **Breach**.

B. **Notice.** In the event that a **Complaining Party** discovers any **Breach**, such **Complaining Party** shall, within a reasonable time after discovery, notify the **Respondent**, in writing, in accordance with the notice provision set out in **Section 9.06** of this **Agreement** of the specific nature of such **Breach** (the "**Notice of Breach**").

C. **Right to Cure the Breach.** Within a reasonable time after the receipt of the **Notice of Breach**, the **Respondent** shall have the right, upon reasonable notice to the **Complaining Party** and during normal business hours, to enter onto or into, as applicable, the **Common Elements, Limited Common Elements, any Unit, and/or any Improvements** within any **Subsequent Phase** for the purposes of inspecting and, if deemed necessary, correcting the alleged **Breach**. In conducting such inspection, repairs and/or replacement, the **Respondent** shall be entitled to take any actions as the **Respondent** shall deem reasonable and necessary under the circumstances.

D. **Legal Actions.** No **Complaining Party** shall initiate any legal action, cause of action, proceeding, or arbitration against a **Bound Party** alleging damages: (1) for the costs of correcting any **Breach**, (2) for the diminution in value of any real or personal property resulting from such **Breach**, or (3) for any consequential damages resulting from such **Breach**, unless and until the **Complaining Party** has: (i) delivered to the **Respondent** a **Notice of Breach**, and (ii) the **Respondent** has, within ninety (90) days after the receipt by the **Respondent** of such **Notice of Breach**, either: (a) failed to correct such **Breach**, or (b) if such **Breach** cannot reasonably be corrected within such ninety (90) day period, failed to remedy said **Breach** and, thereafter, failed to pursue diligently such remedy.

E. **No Additional Obligations; Irrevocability and Waiver of Right.** Nothing set forth in this **Article VII** shall be construed to impose any obligation on any **Bound Party** to inspect, repair, or replace or pay for any item or **Breach** for which any **Bound Party** is not otherwise obligated to do under applicable law or other agreement to which any **Bound Party** is a party. The right of any **Respondent** to enter, inspect, repair and/or replace reserved hereby shall be irrevocable and may not be waived or otherwise terminated except by a writing, in recordable form, executed and recorded by any **Bound Party** in the records of the **Office of the Judge of Probate of Baldwin County, Alabama**. This provision does not create any warranties, express or implied, on the part of any **Bound Party** or the **Association**.

F. **Arbitration.** Any disagreement between an **Owner, Owners, and/or the Association**, on the one hand, and **DeArman, L.L.C.** on the other, concerning the efforts of **DeArman, L.L.C.** to remedy any **Breach** (a "**Dispute**"), after compliance with the foregoing provisions of this **Article VII**, shall be resolved by binding arbitration as provided in this **Section 7.03.F.**:

1. **Rules.** Such arbitration shall be governed by and conducted in accordance with the **Federal Arbitration Act** (including case law), except as expressly provided otherwise in this **Agreement**. The making, validity, construction, and interpretation of this **Agreement**, and all procedural aspects of the arbitration conducted pursuant hereto, shall be decided by the arbitrators. Except as modified by this **Agreement**, the arbitration shall be conducted in accordance with the rules of arbitration of the **Federal Arbitration Act** and, to the extent an issue is not addressed by the federal law of arbitration, by the **Commercial Arbitration Rules of the American Arbitration Association** (collectively, the "**Rules**").

2. **Discovery.** The arbitrators shall permit discovery and rule on matters of confidentiality as they determine is appropriate in the circumstances.

3. **Venue**. All arbitration proceedings hereunder shall be conducted in **Baldwin County, Alabama** or such other location as the parties shall mutually agree.

4. **Arbitrators**. All arbitration proceedings hereunder shall be before a panel of **three (3)** arbitrators. Within **thirty (30)** days of the notice of initiation of the arbitration procedure, **DeArman, L.L.C.** and the **Association** shall select **one (1)** arbitrator who shall be a lawyer with at least **ten (10)** years of experience. If either **DeArman, L.L.C.** or the **Association** fail to select their or its arbitrator within the required time, the other party or parties shall select **two (2)** arbitrators. The **two (2)** arbitrators so selected shall select a **third (3rd)** arbitrator, failing agreement on which within **sixty (60)** days of the original notice, the parties or any of them shall apply to the **Circuit Court of Baldwin County, Alabama**, who shall appoint the **third (3rd)** arbitrator.

5. **Substantive Law**. In deciding the substance of the **Dispute**, the arbitrators shall refer to the substantive laws of the **State of Alabama**.

6. **Timing**. The arbitrators shall conduct a hearing as soon as reasonably practicable but in no event later than **sixty (60)** days after appointment of the **third (3rd)** arbitrator, and render a final decision completely disposing of the **Dispute** that is the subject of such proceedings as soon as reasonably practicable but in no event later than **fifteen (15)** days after the final hearing.

7. **Waiver of Certain Damages**. Notwithstanding any other provision in this **Agreement** to the contrary, the parties expressly agree that the arbitrators shall have absolutely no authority to award, incidental, special, treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under **Alabama** law, or any other laws, or under the **Federal Arbitration Act** or the **Rules**, unless such damages are a part of a third party claim for which a party is entitled to indemnification hereunder or unless such breach is determined to be so repeated, egregious or willful as to shock the conscience of the arbitrators.

8. **Transcripts and Decisions**. The parties agree that there shall be a transcript of any hearing before the arbitrators. The parties shall request that final decision of the arbitrators be in writing, be as brief as possible, set forth the reasons for such final decision, and if the arbitrators award monetary damages to either party, contain a certification by the arbitrators that, except as permitted by **Section 7.03.F.7.** above, they have not included any consequential, incidental, special, treble, exemplary or punitive damages.

9. **Fees and Expenses**. The fees and expenses of the arbitrators shall be borne **one-half (1/2)** by each party hereto. In all cases, each party shall bear their own attorneys fees, costs, and expenses incurred in the preparation for and conduct of such arbitration.

10. **Binding Nature**. The decision and award of the arbitrators shall be binding upon the parties and final and non-appealable to the maximum extent permitted by law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any party as a final judgment of such court.

Article VIII **Durable Power of Attorney**

The **Owners** do make, constitute and appoint the **Association**, by and through the **President** and **Secretary** of the **Board of Directors** of the **Association**, the true and lawful **Attorney-in-Fact** of the **Owners**, for the **Owners** and in the name, place and stead of the **Owners**, and on behalf of the **Owners** to execute and deliver any instruments or documents required to accomplish the purposes described in this **Agreement**.

THIS POWER OF ATTORNEY SHALL NOT BE AFFECTED BY DISABILITY, INCOMPETENCY OR INCAPACITY OF THE PRINCIPALS (OWNERS).

Article IX
Miscellaneous Provisions

Section 9.01. Documentation by the Association. The Association and Owners of Units acknowledge that DeArman, L.L.C. shall require certain documentation and information in order to develop the DeArman Property and comply with the 1991 Condominium Act. The Association shall provide to DeArman, L.L.C. the financial records required by Ala. Code 1975, §35-8A-318 which shall include a current budget and balance sheet for the Association.

Section 9.02. Intent and Governing Law. The Declaration submitted Point Clear Landing, a Condominium to the condominium form of ownership in the manner provided in the 1973 Condominium Act. It is the intention of the parties that this Agreement grants to DeArman, L.L.C. certain rights, powers and privileges including the Development Rights and Special Declarant Rights described in this Agreement and in the 1991 Condominium Act, therefore, all correlative obligations, liabilities and restrictions contained in the 1991 Condominium Act shall apply to DeArman, L.L.C.. However, except as to the foregoing, the 1973 Condominium Act shall control. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Agreement such dispute or litigation shall be governed by the laws of the State of Alabama.

Section 9.03. Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by any party to this Agreement may be exercised by any successor or assignee of any party to this Agreement.

Section 9.04. Exhibits. The exhibits attached to this Agreement are an integral part of this Agreement.

Section 9.05. No Discrimination. No action shall at any time be taken by the Association or Board of Directors which in any manner would discriminate against any Owner or Owners of any Unit in Point Clear Landing, a Condominium, in favor of other Owners in Point Clear Landing, a Condominium.

Section 9.06. Invalidity and Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Agreement and any exhibits attached to this Agreement, as the same may be amended from time to time, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion.

Section 9.07. Notice. The following provisions shall govern the construction of the Condominium Documents, except as may be specifically provided to the contrary in this Agreement. All notices required or desired under this Agreement to be sent to the Association shall be sent certified mail, return receipt requested, or by hand delivery or by a recognized overnight courier who maintains verification of delivery, to the Secretary of the Association, at such address as the Association may designate from time to time by notice in writing to all Owners. Except as specifically provided to the contrary in the 1973 Condominium Act or 1991 Condominium Act as they apply to this Agreement, all notices to any Owner or Mortgagee shall be delivered by hand delivery, by a recognized overnight courier who maintains verification of delivery in Person or sent by first (1st) class mail to the address of such Owner on record at the offices of the Association, or to such other address as said Owner or Mortgagee may have designated from time to time, in writing duly received, to the Association. Proof of such mailing or personal delivery to an Owner or Mortgagee by the Association may be provided by the affidavit of the Person or by a post office certificate of mailing. All notices to the Association or an Owner or Mortgagee shall be deemed to have been given when delivered to the addressee in Person or by a post office certificate of mailing.

Section 9.08. Waiver. No provisions contained in this Agreement shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches of this Agreement which may occur.

Section 9.09. Ratification. Each Owner, by reason of having acquired ownership of a Unit, whether by purchase, gift, operation of law, or otherwise, and the Association and any Mortgagee shall be deemed to have acknowledged and agreed that all the provisions of this Agreement are fair and reasonable in all material respects.

Section 9.10. Captions. The captions used in this Agreement are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of this Agreement.

Section 9.11. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by any party to this Agreement, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorney's fees as may be awarded by the court.

Section 9.12. Interpretation. The provisions of this Agreement shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project in accordance with Alabama law. Failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce said provision or any other provision of this Agreement.

Section 9.13. Authority. This Agreement has been executed by each of the undersigned with full authority. Each of the undersigned have full legal authority, right and power to execute, deliver and perform each of their obligations under this Agreement.

Section 9.14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and fully supersedes all prior agreements and understandings and negotiations are merged in this Agreement and this Agreement constitutes the only evidence necessary to prove the agreements between the parties.

Section 9.15. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

Section 9.16. Consent and Agreement by Mortgagee. Each Mortgagee consents and agrees to the terms, conditions and provisions of this Agreement.

IN WITNESS WHEREOF, DeArman, L.L.C., the Association, Owners and Mortgagees have each executed this Agreement or caused this Agreement to be executed on the date set opposite their signatures.

DeArman, L.L.C., an Alabama Limited Liability Company

By:


Jessie A. Kaylor
Its: Member

Signed by Jessie A. Kaylor
on the 23 day of June, 2009.

By:


Pierce Owen Kaylor
Its: Member

Signed by Pierce Owen Kaylor
on the 23 day of June, 2009.

Point Clear Landing Association, Inc., an
Alabama Non-profit Corporation

By: *Pete Bradford*

Its: President

Signed by Pete Bradford
on the 28th day of July, 2009.

Attest:
By: *James J. Dancin*

Its: Secretary

(Corporate Seal)
Signed by *James J. Dancin*
on the 28th day of July, 2009.

Owners:

John L. Jeffries (Seal)
John L. Jeffries
Owner Unit 1-A

Signed by John L. Jeffries
on the 12 day of JULY, 2009.

(Seal)
Rodney O. Mundy
Owner Unit 2-A

Signed by Rodney O. Mundy
on the ____ day of _____, 2009.

(Seal)
Barbara B. Mundy
Owner Unit 2-A

Signed by Barbara B. Mundy
on the 17 day of ~~MAY~~
JULY, 2009.

Otilia M. Delchamps (Seal)
Otilia M. Delchamps
Owner Unit 3-A

Signed by Otilia M. Delchamps
on the 17 day of ~~MAY~~
JULY, 2009.

Karen D. McCoy (Seal)
Karen D. McCoy
Owner Unit 4-A

Signed by Karen D. McCoy
on the 17 day of JULY, 2009.

Point Clear Landing Association, Inc., an
Alabama Non-profit Corporation

By: _____

Its: President

Signed by _____
on the ____ day of _____, 2009.

Attest:

By: _____

Its: Secretary

(Corporate Seal)

Signed by _____
on the ____ day of _____, 2009.

Owners:

John L. Jeffries (Seal)
Owner Unit 1-A

Signed by John L. Jeffries
on the ____ day of _____, 2009.

Rodney O. Mundy (Seal)
Rodney O. Mundy
Owner Unit 2-A

Signed by Rodney O. Mundy
on the 18th day of AUGUST, 2009.

Barbara B. Mundy (Seal) ✓
Barbara B. Mundy
Owner Unit 2-A

Signed by Barbara B. Mundy
on the 10th day of AUGUST, 2009.

Otilia M. Delchamps (Seal)
Owner Unit 3-A

Signed by Otilia M. Delchamps
on the ____ day of _____, 2009.

Karen D. McCoy (Seal)
Owner Unit 4-A

Signed by Karen D. McCoy
on the ____ day of _____, 2009.

Bruce J. Downey, III (Seal)

Bruce J. Downey, III
Owner Unit 5-A

Signed by Bruce J. Downey, III
on the 10th day of July, 2009.

(Seal)
Marcia G. Weinacker
Owner Unit 6-A

Signed by Marcia G. Weinacker
on the ____ day of _____, 2009.

Marian L. Bradford (Seal)
Marian L. Bradford
Owner Unit 1-B

Signed by Marian L. Bradford
on the 10th day of July, 2009.

(Seal)
Patricia E. Liebschutz
Owner Unit 2-B

Signed by Patricia E. Liebschutz
on the ____ day of _____, 2009.

LHW, LLC, an Alabama Limited Liability
Company
Owner Unit 3-B

By: _____

Its: Member

Signed by LHW, LLC
on the ____ day of _____, 2009.

(Seal)
C. Stephen Trimmier
Owner Unit 4-B

Signed by C. Stephen Trimmier
on the ____ day of _____, 2009.

(Seal)
Grover Alva Gibbs, III
Owner Unit 4-B

Signed by Grover Alva Gibbs, III
on the ____ day of _____, 2009.

Signed by Bruce J. Downey, III
on the ____ day of _____, 2009.

Signed by Marcia G. Weisacker
on the 10 day of Sept, 2009.

Signed by Marian L. Bradford
on the ____ day of _____, 2009.

Signed by Patricia E. Liebschutz
on the ____ day of _____, 2009.

Signed by LHW, LLC
on the ____ day of _____, 2009.

Signed by C. Stephen Trimmer
on the ____ day of _____, 2009.

Signed by Grover Alva Gibbs, III
on the ____ day of _____, 2009.

_____(Seal)
Bruce J. Downey, III
Owner Unit 5-A

Marcia G. Weisacker
_____(Seal)

Marcia G. Weisacker
Owner Unit 5-A

By Mary W. Hale
As her Attorney-in-Fact

_____(Seal)
Marian L. Bradford
Owner Unit 1-B

_____(Seal)
Patricia E. Liebschutz
Owner Unit 2-B

LHW, LLC, an Alabama Limited Liability
Company
Owner Unit 3-B

By: _____

Its: Member

_____(Seal)
C. Stephen Trimmer
Owner Unit 4-B

_____(Seal)
Grover Alva Gibbs, III
Owner Unit 4-B

Signed by Bruce J. Downey, III
on the ____ day of _____, 2009.

_____(Seal)
Bruce J. Downey, III
Owner Unit 5-A

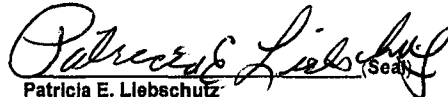
Signed by Marcia G. Weinacker
on the ____ day of _____, 2009.

_____(Seal)
Marcia G. Weinacker
Owner Unit 6-A

Signed by Marian L. Bradford
on the ____ day of _____, 2009.

_____(Seal)
Marian L. Bradford
Owner Unit 1-B

Signed by Patricia E. Liebschutz
on the 29 day of July, 2009.


_____(Seal)
Patricia E. Liebschutz
Owner Unit 2-B

LHW, LLC, an Alabama Limited Liability
Company
Owner Unit 3-B

By: _____

Its: Member

Signed by LHW, LLC
on the ____ day of _____, 2009.

_____(Seal)
C. Stephen Trimmier
Owner Unit 4-B

Signed by C. Stephen Trimmier
on the ____ day of _____, 2009.

_____(Seal)
Grover Alva Gibbs, III
Owner Unit 4-B

Signed by Grover Alva Gibbs, III
on the ____ day of _____, 2009.

Signed by Bruce J. Downey, III
on the ____ day of _____, 2009.

_____(Seal)
Bruce J. Downey, III
Owner Unit 5-A

Signed by Marcia G. Weinacker
on the ____ day of _____, 2009.

_____(Seal)
Marcia G. Weinacker
Owner Unit 6-A

Signed by Marian L. Bradford
on the ____ day of _____, 2009.

_____(Seal)
Marian L. Bradford
Owner Unit 1-B

Signed by Patricia E. Liebschutz
on the ____ day of _____, 2009.

_____(Seal)
Patricia E. Liebschutz
Owner Unit 2-B

LHW, LLC, an Alabama Limited Liability
Company
Owner Unit 3-B

By:

Russell Washburn

Its: Member

Signed by LHW, LLC
on the 01 day of Sept., 2009.

_____(Seal)
C. Stephen Trimmier
Owner Unit 4-B

Signed by C. Stephen Trimmier
on the ____ day of _____, 2009.

_____(Seal)
Grover Alva Gibbs, III
Owner Unit 4-B

Signed by Grover Alva Gibbs, III
on the ____ day of _____, 2009.

Signed by Bruce J. Downey, III
on the ____ day of _____, 2009.

(Seal)
Bruce J. Downey, III
Owner Unit 5-A

Signed by Marcia G. Weinacker
on the ____ day of _____, 2009.

(Seal)
Marcia G. Weinacker
Owner Unit 6-A

Signed by Marian L. Bradford
on the ____ day of _____, 2009.

(Seal)
Marian L. Bradford
Owner Unit 1-B

Signed by Patricia E. Liebschutz
on the ____ day of _____, 2009.

(Seal)
Patricia E. Liebschutz
Owner Unit 2-B

Signed by LHW, LLC
on the ____ day of _____, 2009.

LHW, LLC, an Alabama Limited Liability
Company
Owner Unit 3-B

By: _____

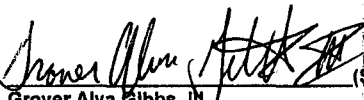
Its: Member

Signed by C. Stephen Trimmier
on the 24 day of August, 2009.

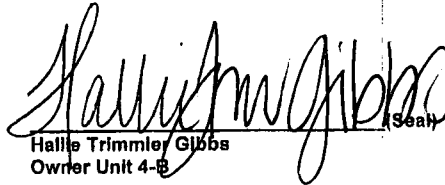


(Seal)
C. Stephen Trimmier
Owner Unit 4-B

Signed by Grover Alva Gibbs, III
on the 24 day of August, 2009.



(Seal)
Grover Alva Gibbs, III
Owner Unit 4-B


Hallie Trimmier Gibbs
Owner Unit 4-B

Signed by Hallie Trimmier Gibbs
on the 24 day of AUGUST, 2009.

Signed by Nancy M. Esham
on the ___ day of _____, 2009.

(Seal)
Nancy M. Esham
Owner Unit 5-B

Signed by F & J Property Company, LLC
on the ___ day of _____, 2009.

F & J Property Company, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B

By: _____
Its: Member

Signed by K & K Properties, II, LLC
on the ___ day of _____, 2009.

K & K Properties, II, LLC, a Mississippi
Limited Liability Company
Owner Unit 8-B

By: _____
Its: Member

Signed by Robert L. Ray, III
on the ___ day of _____, 2009.

(Seal)
Robert L. Ray, III
Owner Unit 1-C

Signed by Thomas P. Ollinger
on the ___ day of _____, 2009.

(Seal)
Thomas P. Ollinger
Owner Unit 2-C

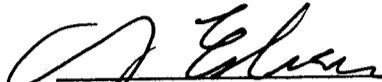
Signed by Patrick W. Browne, Jr.
on the ___ day of _____, 2009.

(Seal)
Patrick W. Browne, Jr.
Owner Unit 3-C

Signed by Hallie Trimmier Gibbs
on the ____ day of _____, 2009.

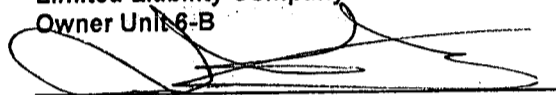
(Seal)
Hallie Trimmier Gibbs
Owner Unit 4-B

Signed by Nancy M. Esham
on the 18 day of July, 2009.




(Seal)
Nancy M. Esham
Owner Unit 5-B

Signed by F & J Property Company, LLC
on the 1 day of August, 2009.

F & J Property Company, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B
By: 

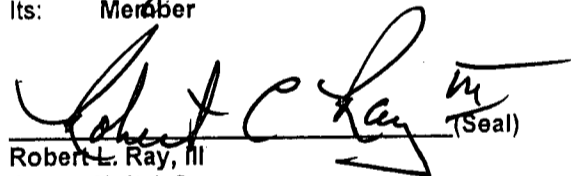
Its: Member

Signed by K & K Properties, II, LLC
on the 31 day of July, 2009.

K & K Properties, II, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B
By: 

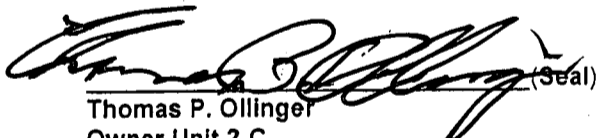
Its: Member

Signed by Robert L. Ray, III
on the 10 day of July, 2009.



(Seal)
Robert L. Ray, III
Owner Unit 1-C

Signed by Thomas P. Ollinger
on the 18 day of JULY, 2009.



(Seal)
Thomas P. Ollinger
Owner Unit 2-C

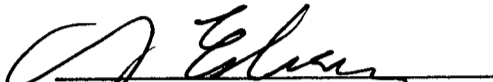
Signed by Patrick W. Browne, Jr.
on the ____ day of _____, 2009.

(Seal)
Patrick W. Browne, Jr.
Owner Unit 3-C

Signed by Hallie Trimmier Gibbs
on the ____ day of _____, 2009.

_____(Seal)
Hallie Trimmier Gibbs
Owner Unit 4-B

Signed by Nancy M. Esham
on the 18 day of July, 2009.

_____(Seal)
Nancy M. Esham
Owner Unit 5-B

Signed by F & J Property Company, LLC
on the ____ day of _____, 2009.

F & J Property Company, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B

By: _____

Its: Member

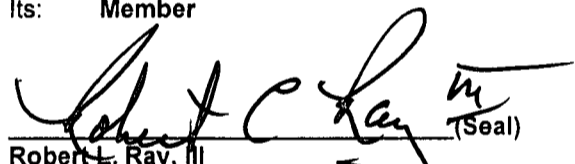
Signed by K & K Properties, II, LLC
on the ____ day of _____, 2009.

K & K Properties, II, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B


By: _____

Its: Member

Signed by Robert L. Ray, III
on the 10 day of July, 2009.

_____(Seal)
Robert L. Ray, III
Owner Unit 1-C

Signed by Thomas P. Ollinger
on the 18 day of JULY, 2009.

_____(Seal)
Thomas P. Ollinger
Owner Unit 2-C

Signed by Patrick W. Browne, Jr.
on the ____ day of _____, 2009.

_____(Seal)
Patrick W. Browne, Jr.
Owner Unit 3-C

Signed by Hallie Trimmier Gibbs
on the ____ day of _____, 2009.

_____(Seal)
Hallie Trimmier Gibbs
Owner Unit 4-B

Signed by Nancy M. Esham
on the ____ day of _____, 2009.

_____(Seal)
Nancy M. Esham
Owner Unit 5-B

Signed by F & J Property Company, LLC
on the ____ day of _____, 2009.

F & J Property Company, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B

By: _____
Its: Member

Signed by K & K Properties, II, LLC
on the ____ day of _____, 2009.

K & K Properties, II, LLC, a Mississippi
Limited Liability Company
Owner Unit 6-B

By: _____
Its: Member

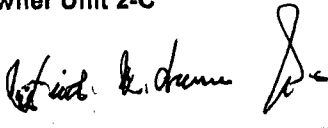
Signed by Robert L. Ray, III
on the ____ day of _____, 2009.

_____(Seal)
Robert L. Ray, III
Owner Unit 1-C

Signed by Thomas P. Ollinger
on the ____ day of _____, 2009.

_____(Seal)
Thomas P. Ollinger
Owner Unit 2-C

Signed by Patrick W. Browne, Jr.
on the 7 day of August, 2009.


_____(Seal)
Patrick W. Browne, Jr.
Owner Unit 3-C

Sharon S. Browne (Seal)

Sharon S. Browne
Owner Unit 3-C

Signed by Sharon S. Browne
on the 7 day of August, 2009.

(Seal)
Jon Page Pierce, as Co-Trustee of the Jon
Page Pierce Revocable Trust dated October 21,
1999
Owner Unit 4-C

Signed by Jon Page Pierce
on the ____ day of _____, 2009.

Firstar Bank, National Association, formerly
known as Mercantile Trust Company, National
Association, as Co-Trustee of the Jon Page
Pierce Revocable Trust Agreement dated
October 21, 1999
Owner Unit 4-C

By: _____

Its:

(Corporate Seal)

Signed by Firstar Bank, National Association,
formerly known as Mercantile Trust Company
on the ____ day of _____, 2009.

(Seal)
Carol Pittman
Owner Unit 5-C

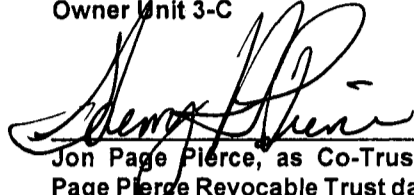
Signed by Carol Pittman
on the ____ day of _____, 2009.

(Seal)
Frederick Walter Schoen
Owner Unit 6-C

Signed by Frederick Walter Schoen
on the ____ day of _____, 2009.

Signed by Sharon S. Browne
on the ____ day of _____, 2009.

Sharon S. Browne (Seal)
Owner Unit 3-C



Jon Page Pierce, as Co-Trustee of the Jon
Page Pierce Revocable Trust dated October 21,
1999 (Seal)
Owner Unit 4-C

Signed by Jon Page Pierce
on the 18 day of July, 2009.


Firststar Bank, National Association, formerly
known as Mercantile Trust Company, National
Association, as Co-Trustee of the Jon Page
Pierce Revocable Trust Agreement dated
October 21, 1999
Owner Unit 4-C

By: _____

Its:

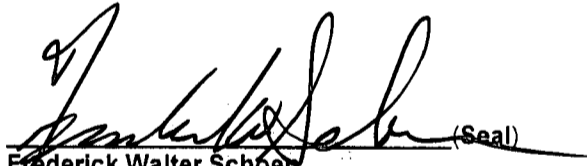
(Corporate Seal)

Signed by Firststar Bank, National Association,
formerly known as Mercantile Trust Company
on the ____ day of _____, 2009.



Carol Pittman (Seal)
Owner Unit 5-C

Signed by Carol Pittman
on the 17 day of July, 2009.



Frederick Walter Schoen (Seal)
Owner Unit 6-C

Signed by Frederick Walter Schoen
on the 17 day of July, 2009.

Signed by Sharon S. Browne
on the ____ day of _____, 2009.

_____(Seal)
Sharon S. Browne
Owner Unit 3-C

Signed by Jon Page Pierce
on the ____ day of _____, 2009.

_____(Seal)
Jon Page Pierce, as Co-Trustee of the Jon
Page Pierce Revocable Trust dated October 21,
1999
Owner Unit 4-C

U.S. BANK, N.A. F/K/A
Firstar Bank, National Association, formerly
known as Mercantile Trust Company, National
Association, as Co-Trustee of the Jon Page
Pierce Revocable Trust Agreement dated
October 21, 1999
Owner Unit 4-C

By: *Shirley K. Garnto*
Its: *Vice President*

No
(Corporate Seal)
U.S. BANK, N.A. F/K/A
Signed by Firstar Bank, National Association,
formerly known as Mercantile Trust Company
on the *6th* day of *August*, 2009.

Signed by Carol Pittman
on the ____ day of _____, 2009.

_____(Seal)
Carol Pittman
Owner Unit 5-C

Signed by Frederick Walter Schoen
on the ____ day of _____, 2009.

_____(Seal)
Frederick Walter Schoen
Owner Unit 6-C



Signed by Regions Bank, doing business as Regions Mortgage, on the 29th day of September, 2009.

(Corporate Seal)

Signed by Servisfirst Bank on the ____ day of _____, 2009.



Signed by Union Planters Bank, N.A., doing business as Regions Mortgage, on the 29th day of September, 2009.

(Corporate Seal)

Signed by Mortgage Electronic Registration Systems, Inc. on the ____ day of _____, 2009.

Mortgagees:

Regions Bank, doing business as Regions Mortgage, Mortgagee: Unit 4-A and Unit 5-B

By: [Signature]
Its: Vice President

Servisfirst Bank
Mortgagee: Unit 5-A

By: _____
Its: _____

Union Planters Bank, N.A., doing business as Regions Mortgage, Mortgagee: Unit 3-B

By: [Signature]
Its: Vice President

Mortgage Electronic Registration Systems, Inc.
Mortgagee: Unit 4-B and Unit 1-C

By: _____
Its: _____

Mortgagees:

**Regions Bank, doing business as Regions Mortgage, Inc.
Mortgagee: Unit 4-A and Unit 5-B**

By: _____

Its:

(Corporate Seal)

Signed by Regions Bank, doing business as Regions Mortgage, Inc. on the _____ day of _____, 2009.

**Servisfirst Bank
Mortgagee: Unit 5-A**

By: *[Handwritten Signature]*

Its: *Mortgagee Regional President*

(Corporate Seal)

Signed by Servisfirst Bank on the 20th day of September, 2009.

**Union Planters Bank, N.A., doing business as Regions Mortgage
Mortgagee: Unit 3-B**

By: _____

Its:

(Corporate Seal)

Signed by Union Planters Bank, N.A., doing business as Regions Mortgage on the _____ day of _____, 2009.

**Coats & Co., Inc.
Mortgagee: Unit 4-B**

By: _____

Its:

(Corporate Seal)

Signed by Coats & Co., Inc. on the _____ day of _____, 2009.

**Wachovia Mortgage, FSB
Mortgagee: Unit 1-C**

By: _____

Its:

(Corporate Seal)

Signed by Wachovia Mortgage, FSB on the _____ day of _____, 2009.

Mortgagees:

Regions Bank, doing business as Regions
Mortgage, Inc.
Mortgagee: Unit 4-A and Unit 5-B

By: _____
Its:

(Corporate Seal)

Signed by Regions Bank, doing
business as Regions Mortgage, Inc.
on the ___ day of _____, 2010.

Servisfirst Bank
Mortgagee: Unit 5-A

By: _____
Its:

(Corporate Seal)

Signed by Servisfirst Bank
on the ___ day of _____, 2010.

Union Planters Bank, N.A., doing business as
Regions Mortgage
Mortgagee: Unit 3-B

By: _____
Its:

(Corporate Seal)

Signed by Union Planters Bank, N.A., doing
business as Regions Mortgage
on the ___ day of _____, 2010.

Coats & Co., Inc.
Mortgagee: Unit 4-B

By: _____
Its:

(Corporate Seal)

Signed by Coats & Co., Inc. on
the ___ day of _____, 2010.

Mortgage Electronic Registration Systems, Inc.

Mortgagee: Unit 1-C

By: Lorna L. Slaughter
Its: Lorna L. Slaughter, Vice President

(Corporate Seal)

Signed by Wells Fargo Home
Mortgage on the 6 day of
April, 2010.



(Corporate Seal)
Signed by Regions Bank, doing business as Regions Mortgage, on the 27th day of September, 2009.

Mortgagees:

Regions Bank, doing business as Regions Mortgage
Mortgages: Unit 4-A and Unit 5-B

By:

[Handwritten Signature]

Its:

Vice President

Servisfirst Bank
Mortgagee: Unit 5-A

By: _____

Its:

(Corporate Seal)

Signed by Servisfirst Bank on the ____ day of _____, 2009.



(Corporate Seal)
Signed by Union Planters Bank, N.A., doing business as Regions Mortgage, on the 27th day of September, 2009.

Union Planters Bank, N.A., doing business as Regions Mortgage
Mortgages: Unit 3-B

By:

[Handwritten Signature]

Its:

Vice President

CitiMortgage
Mortgages: Unit 4-B

By:

[Handwritten Signature]
SHELLEY L. HESS

Its:

ASSISTANT VICE PRESIDENT



(Corporate Seal)
Signed by CitiMortgage, Inc. on the 1st day of May, 2010.

(Corporate Seal)

NA

Signed by APCO Employees Credit Union
on the 5 day of MARCH, 2009.
2010

APCO Employees Credit Union
Mortgagee: Unit 4-B

By: V. Merrill Mann
Its: Vice President

(Corporate Seal)

Signed by Regions Bank
on the ___ day of _____, 2009.

Regions Bank
Mortgagee: Unit 2-C

By: _____
Its: _____

(Corporate Seal)

Signed by ABN AMRO Mortgage Group
on the ___ day of _____, 2009.

ABN AMRO Mortgage Group
Mortgagee: Unit 5-C

By: _____
Its: _____

(Corporate Seal)

Signed by RBC Centura Bank
on the ___ day of _____, 2009.

RBC Centura Bank
Mortgagee: Unit 5-C

By: _____
Its: _____

(Corporate Seal)

Compass Bank
Mortgagee: Unit 6-C

By: Jason C. Powers
Its: SVP, Mortgage Administration

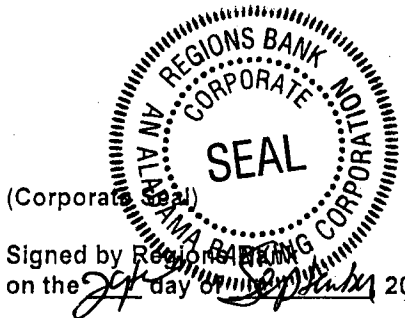
APCO Employees Credit Union
Mortgagee: Unit 4-B

By: _____

Its:

(Corporate Seal)

Signed by APCO Employees Credit Union
on the ____ day of _____, 2009.



Signed by Regions Bank
on the 24 day of September, 2009.

Regions Bank
Mortgagee: Unit 2-C

By: _____

Its:

[Handwritten Signature]
Vice President

ABN AMRO Mortgage Group
Mortgagee: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by ABN AMRO Mortgage Group
on the ____ day of _____, 2009.

RBC Centura Bank
Mortgagee: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by RBC Centura Bank
on the ____ day of _____, 2009.

Compass Bank
Mortgagee: Unit 6-C

By: _____

Its:

(Corporate Seal)

Signed by Compass Bank
on the ____ day of _____, 2009.

APCO Employees Credit Union
Mortgage: Unit 4-B

By: _____

Its:

(Corporate Seal)

Signed by APCO Employees Credit Union
on the _____ day of _____, 2009.

Regions Bank
Mortgage: Unit 2-C

By: _____

Its:

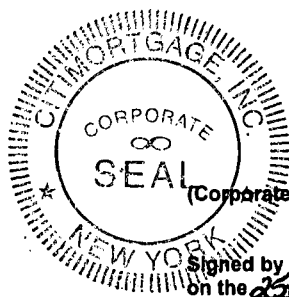
(Corporate Seal)

Signed by Regions Bank
on the _____ day of _____, 2009.

CitiMortgage, as successor to
ABN AMRO Mortgage Group,
Mortgage: Unit 5-C

By: _____

Its: *Shelley L. Hess*
Assistant Vice president



Signed by CitiMortgage, Inc. *2010*
on the *25th* day of *March*, 2009.

RBC Centura Bank
Mortgage: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by RBC Centura Bank
on the _____ day of _____, 2009.

Compass Bank
Mortgage: Unit 6-C

By: _____

Its:

(Corporate Seal)

Signed by Compass Bank
on the _____ day of _____, 2009.

APCO Employees Credit Union
Mortgagee: Unit 4-B

By: _____

Its:

(Corporate Seal)

Signed by APCO Employees Credit Union
on the ____ day of _____, 2009.

Regions Bank
Mortgagee: Unit 2-C

By: _____

Its:

(Corporate Seal)

Signed by Regions Bank
on the ____ day of _____, 2009.

ABN AMRO Mortgage Group
Mortgagee: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by ABN AMRO Mortgage Group
on the ____ day of _____, 2009.

RBC Centura Bank
Mortgagee: Unit 5-C

By: *Cal. J. [Signature]*

Its: *Regional Vice President*

(Corporate Seal)

Signed by RBC Centura Bank
on the 17th day of November, 2009.

Compass Bank
Mortgagee: Unit 6-C

By: _____

Its:

(Corporate Seal)

Signed by Compass Bank
on the ____ day of _____, 2009.

APCO Employees Credit Union
Mortgagee: Unit 4-B

By: _____

Its:

(Corporate Seal)

Signed by APCO Employees Credit Union
on the _____ day of _____, 2009.

Regions Bank
Mortgagee: Unit 2-C

By: _____

Its:

(Corporate Seal)

Signed by Regions Bank
on the ____ day of _____, 2009.

ABN AMRO Mortgage Group
Mortgagee: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by ABN AMRO Mortgage Group
on the ____ day of _____, 2009.

RBC Centura Bank
Mortgagee: Unit 5-C

By: _____

Its:

(Corporate Seal)

Signed by RBC Centura Bank
on the ____ day of _____, 2009.

Compass Bank
Mortgagee: Unit 6-C

By: Jason C. Powers

Its: SVP, Mortgage Administration

(Corporate Seal)

Signed by Compass Bank
on the 13 day of Jan, 2010, 2009.



CitiMortgage, as successor to AVCO
Financial Services of Alabama, Inc.,
Mortgagee Unit 6-C

By:

[Signature]
Shelley L. Hess
Asst VP

Signed by CitiMortgage, Inc.
on the 14 day of May, 2010.

_____(Seal)
Sally Dohm Schoen
Mortgagee: Unit 6C

Signed by Sally Dohm Schoen
on the ___ day of _____, 2009.

STATE OF ALABAMA :
COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that
Jesse A. Kaylor, whose name as Member of DeArman, L.L.C., an Alabama Limited Liability Company,
is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, that he, as such Member and with full authority, executed
the same voluntarily for and as the act of said Company.

Given under my hand and seal this 23rd day of June, 2009.

[Signature]
Carol H. Nielsen
Notary Public
My Commission Expires: 7/3/10

STATE OF ALABAMA :
COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that
Pierce Owen Kaylor, whose name as Member of DeArman, L.L.C., an Alabama Limited Liability
Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this
day that, being informed of the contents of the instrument, that he, as such Member and with full authority,
executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this 23rd day of June, 2009.

[Signature]
Carol H. Nielsen
Notary Public
My Commission Expires: 7/3/10



CitiMortgage, as successor to AVCO
Financial Services of Alabama, Inc.,
Mortgagee Unit 6-C

By:

[Signature]
Shelley L. Hess
Asst VP

Signed by CitiMortgage, Inc.
on the 14 day of May, 2010.

[Signature]
Sally Dohm Schoen
Mortgagee: Unit 6C

Signed by Sally Dohm Schoen ¹²
on the 26 day of May, 2009.

STATE OF ALABAMA :
COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that
Jesse A. Kaylor, whose name as Member of DeArman, L.L.C., an Alabama Limited Liability Company,
is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that,
being informed of the contents of the instrument, that he, as such Member and with full authority, executed
the same voluntarily for and as the act of said Company.

Given under my hand and seal this 23rd day of June, 2009.

[Signature]
Carol H. Nielsen
Notary Public
My Commission Expires: 7/3/10

STATE OF ALABAMA :
COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that
Pierce Owen Kaylor, whose name as Member of DeArman, L.L.C., an Alabama Limited Liability
Company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this
day that, being informed of the contents of the instrument, that he, as such Member and with full authority,
executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this 23rd day of June, 2009.

[Signature]
Carol H. Nielsen
Notary Public
My Commission Expires: 7/3/10

AVCO Financial Services of Alabama, Inc.
Mortgagee: Unit 6C

By: _____

Its:

(Corporate Seal)

Signed by AVCO Financial Services of Alabama, Inc.
on the ____ day of _____, 2009.

Sally Dohm Schoen
Mortgagee: Unit 6C (Seal)

Signed by Sally Dohm Schoen
on the ____ day of _____, 2009.

STATE OF ALABAMA :

COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jessie A. Kaylor**, whose name as **Member of DeArman, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 23rd day of June, 2009.

Carol L. Nielsen
Notary Public
My Commission Expires: 7/3/10

STATE OF ALABAMA :

COUNTY OF Baldwin:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Pierce Owen Kaylor**, whose name as **Member of DeArman, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 23rd day of June, 2009.

Carol L. Nielsen
Notary Public
My Commission Expires: 7/3/10

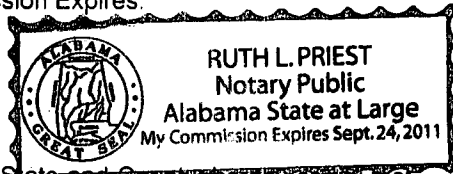
STATE OF ALABAMA :
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that PETE BRADFORD, whose name as **President of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 28th day of MAY, 2010

Ruth L. Priest

Notary Public
My Commission Expires:



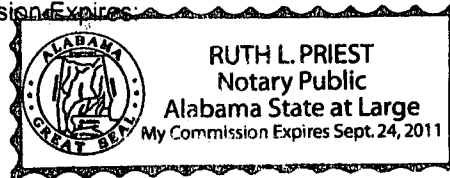
STATE OF ALABAMA :
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that BRUCE DOWNEY, whose name as **Secretary of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 28th day of MAY, 2010

Ruth L. Priest

Notary Public
My Commission Expires:



STATE OF Alabama :
COUNTY OF Baldwin :

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

Given under my hand and seal this 12 day of July, 2009.

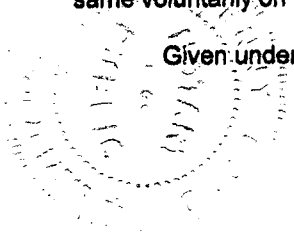
John L. Jeffries
Notary Public
My Commission Expires: 12-12-11

STATE OF ALABAMA :

COUNTY OF JEFFERSON :

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

Given under my hand and seal this 18th day of AUGUST, 2009.



Penny Boyd
Notary Public
My Commission Expires: 9-10-2011

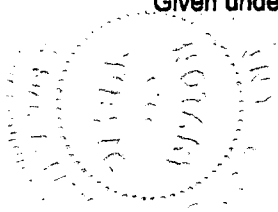
✓

STATE OF ALABAMA :

COUNTY OF JEFFERSON :

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

Given under my hand and seal this 18th day of AUGUST, 2009.



Penny Boyd
Notary Public
My Commission Expires: 9-10-2011

✓

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.


Notary Public
My Commission Expires:

STATE OF Alabama :

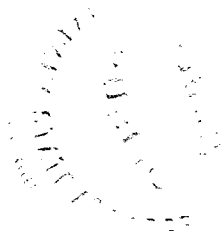
COUNTY OF Baldwin :

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

Given under my hand and seal this 17 day of July, 2009.



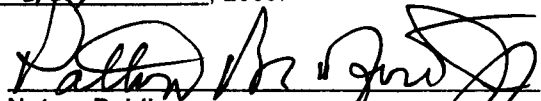
Notary Public
My Commission Expires: 12-12-11



STATE OF Alabama :
COUNTY OF Baldwin :

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

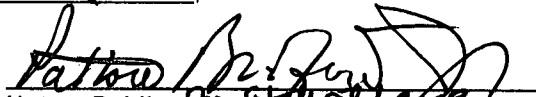
Given under my hand and seal this 17 day of July, 2009.


Notary Public
My Commission Expires: 12-12-11

STATE OF Alabama :
COUNTY OF Jefferson :

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

Given under my hand and seal this 10th day of July, 2009.


Notary Public for State of Alabama
My Commission Expires: 12-12-11

STATE OF _____ :
COUNTY OF _____ :

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

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF MOBILE :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ~~Marcia G. Weinacker~~ Mary W. Hale, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

in her capacity as said Attorney-in-Fact

Given under my hand and seal this 10 day of Sept, 2009.

Linda G Sims

Notary Public
My Commission Expires: 6/24/13

* as Attorney-in-Fact for Marcia G. Weinacker a/k/a Marcia Gray Weinacker



STATE OF Alabama :
COUNTY OF Montgomery :

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

Given under my hand and seal this 10th day of July, 2009.

[Signature]
Notary Public for State of Alabama
My Commission Expires:

STATE OF _____ :
COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :
COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as **Member of LHW, LLC, an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF KY :

COUNTY OF Boyle :

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

Given under my hand and seal this 29th day of July, 2009.

4-20-11

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as **Member of LHW, LLC, an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF Baldwin :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Russell Washer, whose name as **Member of LHW, LLC, an Alabama Limited Liability Company** is signed to the foregoing Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that R. Washer as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 1ST day of September, 2009.

Melinda Stiches
Notary Public
My Commission Expires:

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS**



STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF Baldwin

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Russell Washer, whose name as **Member of LHW, LLC, an Alabama Limited Liability Company** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that Russell as such Member and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and seal this 21ST day of July, 2009.

Melinda Sticks

Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sept 29, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF Alabama :
COUNTY OF Jefferson:

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

Given under my hand and seal this 21st day of August, 2009.

Jerry P. Boone
Notary Public
My Commission Expires: 10-29-11

STATE OF Alabama :
COUNTY OF Jefferson:

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

Given under my hand and seal this 21st day of August, 2009.

Jerry P. Boone
Notary Public
My Commission Expires: 10-29-11

STATE OF Alabama :
COUNTY OF Jefferson:

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

Given under my hand and seal this 21st day of August, 2009.

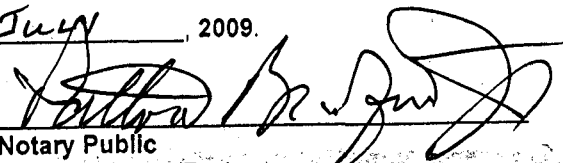
Jerry P. Boone
Notary Public
My Commission Expires: 10-29-11

STATE OF Alabama :

COUNTY OF Baldwin :

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

Given under my hand and seal this 18 day of July, 2009.


Notary Public

My Commission Expires: 12-12-11

STATE OF Alabama :

COUNTY OF Baldwin :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Arthur Fitzner, whose name as **Member of F & J Property Company, LLC, a Mississippi Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 7 day of August, 2009.


Notary Public

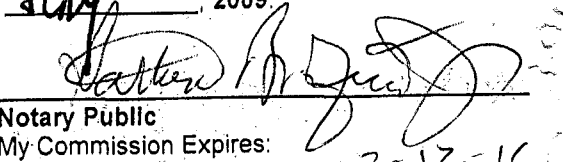
My Commission Expires: 12-12-11

STATE OF Alabama :

COUNTY OF Baldwin :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Ken Kennedy, whose name as **Member of K & K Properties, II, LLC, a Mississippi Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such **Member** and with full authority executed the same voluntarily for and on behalf of said **Company**.

Given under my hand and seal this 31 day of July, 2009.


Notary Public

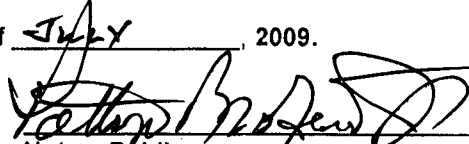
My Commission Expires: 12-12-11

STATE OF Alabama :

COUNTY OF Baldwin :

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

Given under my hand and seal this 10 day of July, 2009.



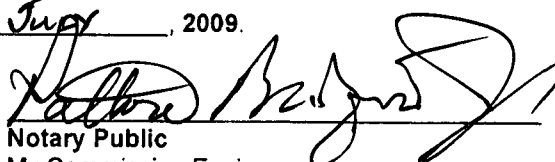
Notary Public
My Commission Expires: 12.12.11

STATE OF Alabama :

COUNTY OF Baldwin :

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

Given under my hand and seal this 18 day of July, 2009.



Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

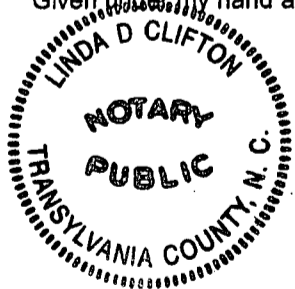
Notary Public
My Commission Expires:

STATE OF NORTH CAROLINA :

COUNTY OF JACKSON :

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

Given under my hand and seal this 07th day of AUGUST, 2009.



Linda M. Clifton
Notary Public
My Commission Expires: NOVEMBER 26, 2013

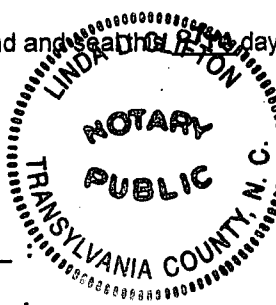
My Commission Expires November 26, 2013

STATE OF North Carolina :

COUNTY OF JACKSON :

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

Given under my hand and seal this _____ day of August, 2009.



Linda D. Brown
Notary Public
My Commission Expires: NOVEMBER 26, 2013

My Commission Expires November 26, 2013

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jon Page Pierce**, whose name as **Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Co-Trustee** and with full authority executed the same voluntarily for and on behalf of said Trust.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **Firstar Bank, National Association**, formerly known as **Mercantile Trust Company, National Association**, acting in its capacity as **Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____, as such **Officer** and with full authority, executed the same voluntarily for and as the act of said **Firstar Bank, National Association**, formerly known as **Mercantile Trust Company, National Association**, acting in its capacity as **Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999**.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF Alabama :

COUNTY OF Baldwin :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jon Page Pierce**, whose name as **Co-Trustee** of the **Jon Page Pierce Revocable Trust** dated **October 21, 1999**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Co-Trustee** and with full authority executed the same voluntarily for and on behalf of said **Trust**.

Given under my hand and seal this 18 day of JULY, 2009.



Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **Firstar Bank, National Association**, formerly known as **Mercantile Trust Company, National Association**, acting in its capacity as **Co-Trustee** of the **Jon Page Pierce Revocable Trust** dated **October 21, 1999**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, _____, as such **Officer** and with full authority, executed the same voluntarily for and as the act of said **Firstar Bank, National Association**, formerly known as **Mercantile Trust Company, National Association**, acting in its capacity as **Co-Trustee** of the **Jon Page Pierce Revocable Trust** dated **October 21, 1999**.

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jon Page Pierce**, whose name as **Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Co-Trustee** and with full authority executed the same voluntarily for and on behalf of said Trust.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF MISSOURI :
~~ALABAMA~~
City :
COUNTY OF St. Louis :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Shirley K. Garoto, whose name as V.P. of USBANK NA ~~Firststar Bank, National Association~~, formerly known as Mercantile Trust Company, National Association, acting in its capacity as Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, SKG, as such Officer and with full authority, executed the same voluntarily for and as the act of USBANK, NA F/A/A said Firststar Bank, National Association, formerly known as Mercantile Trust Company, National Association, acting in its capacity as Co-Trustee of the Jon Page Pierce Revocable Trust dated October 21, 1999.

Given under my hand and seal this 6th day of August, 2009.

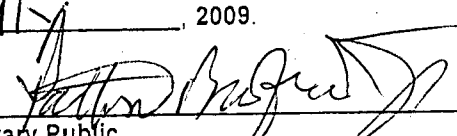
Paulette V. Morris
Notary Public
My Commission Expires: 3-26-2011



STATE OF Alabama :
COUNTY OF Baldwin :

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

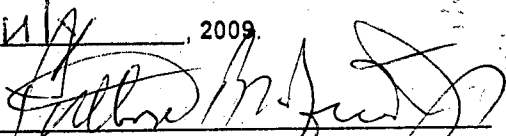
Given under my hand and seal this 17 day of July, 2009.


Notary Public
My Commission Expires: 12-12-11

STATE OF Alabama :
COUNTY OF Baldwin :

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

Given under my hand and seal this 18 day of July, 2009.


Notary Public
My Commission Expires: 12-12-11

STATE OF MISSISSIPPI :
COUNTY OF FORREST :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marianne Gaene Lee, whose name as VICE-PRESIDENT of Regions Bank, doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that She, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 29th day of September, 2009.




Notary Public
My Commission Expires: 2/10/2013

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

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

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF MISSISSIPPI :

COUNTY OF FORREST :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marianne Gaener Lee, whose name as Vice-President of Regions Bank, doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that She, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 29th day of September, 2009.



Notary Public
My Commission Expires: 2/10/2013

STATE OF Alabama :

COUNTY OF Montgomery :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that G. Carlton Barker, whose name as President of Servisfirst Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 30th day of September, 2009.

Debra S. Austin
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 23, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Union Planters Bank, N.A., doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Coats & Co., Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Wachovia Mortgage, FSB, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Servisfirst Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

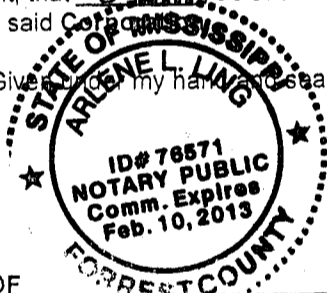
Notary Public
My Commission Expires:

STATE OF MISSISSIPPI :

COUNTY OF FORREST :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marianne Garner Lee, whose name as vice-president of Union Planters Bank, N.A., doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that She, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 29th day of September, 2009.



Notary Public
My Commission Expires: 2/10/2013

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Mortgage Electronic Registration Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA:
COUNTY OF MONTGOMERY:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that G. Carlton Barker, whose name as President of Servisfirst Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this ___ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF _____:
COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Union Planters Bank, N.A., doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

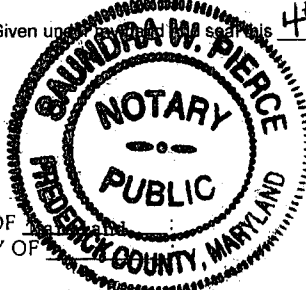
Given under my hand and seal this ___ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF MARYLAND :
COUNTY OF FREDERICK :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Shelley L. Hess, whose name as Asst VP of CitiMortgage, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and will full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 4th day of May, 2010.



Saundra W Pierce
Notary Public SAUNDRA W. PIERCE
My Commission Expires:

My Commission Expires
August 9, 2011

STATE OF _____
COUNTY OF _____

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Lorna L. Slaughter, whose name as Vice President of Mortgage Electronic Registration Systems, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 6 day of April, 2010.



My Comm. Exp. 04/29/2016

Alden Berner
Notary Public Alden Berner
My Commission Expires: 4-29-2013

STATE OF ALABAMA:
COUNTY OF MONTGOMERY:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that G. Carlton Barker, whose name as President of Servisfirst Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument. that he. as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this ___ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF _____:
COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Union Planters Bank, N.A., doing business as Regions Mortgage, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that ____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this ___ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF _____:
COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Coats & Co., Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that ____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

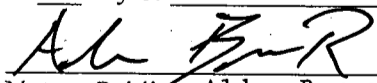
Given under my hand and seal this ___ day of _____, 2010.

Notary Public
My Commission Expires: _____

STATE OF Maryland _____:
COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Lorna L. Slaughter**, whose name as **Vice President** of **Mortgage Electronic Registration Systems, Inc.** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that **she** as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 6 day of April, 2010.



Notary Public **Alden Berner**
My Commission Expires: 4-29-2013



STATE OF AL :
COUNTY OF Jefferson :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Merrell Mann, whose name as VP of **APCO Employees Credit Union** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 5 day of March, 2009.

[Signature]
Notary Public
My Commission Expires: 11/18/11



STATE OF _____ :
COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **Regions Bank**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____ :
COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **AMRO Mortgage Group**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of APCO Employees Credit Union is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF Mississippi:

COUNTY OF FORREST:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marianne Garner Lee, whose name as Vice-President of Regions Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 29th day of September, 2009.



Notary Public
My Commission Expires: 2/10/2013

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of ABN AMRO Mortgage Group, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this ____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____ whose name as _____ of APCO Employees Credit Union is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF Mississippi:

COUNTY OF FORREST:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Marianne Garner Lee whose name as Vice-President of Regions Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 29th day of September, 2009.



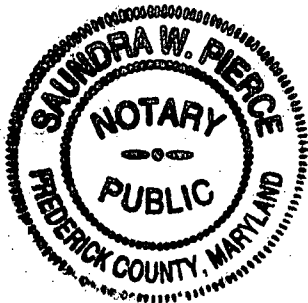
Notary Public
My Commission Expires: 2/10/2013

STATE OF MARYLAND

COUNTY OF FREDERICK

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Shelley L. Hess whose name as Asst VP of CitiMortgage, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 14th day of May, 2010.



Notary Public SAUNDRA W PIERCE
My Commission Expires:

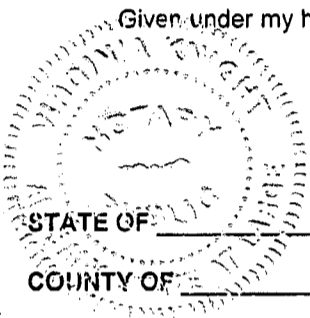
My Commission Expires
August 9, 2011

STATE OF Alabama :

COUNTY OF Mobile :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Cedric J. Hatcher, whose name as Regional Vice President of RBC Centura Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 17th day of November, 2009.



Virginia Knight

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MAY 1, 2013

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of Compass Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF _____ :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of AVCO Financial Services of Alabama, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public

My Commission Expires:

STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of RBC Centura Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

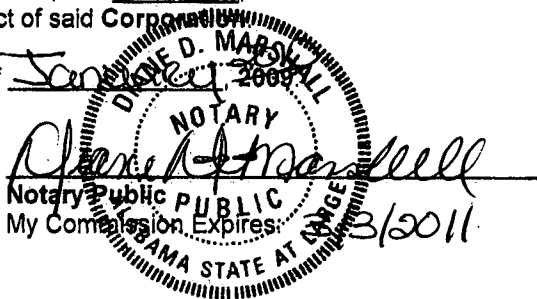
Notary Public
My Commission Expires:

STATE OF Alabama _____:

COUNTY OF Jefferson _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Susan E. Powers, whose name as SVP of Compass Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 13th day of January, 2009.



STATE OF _____:

COUNTY OF _____:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of AVCO Financial Services of Alabama, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **RBC Centura Bank**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

STATE OF ALABAMA :

COUNTY OF _____ :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **Compass Bank**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that _____, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this _____ day of _____, 2009.

Notary Public
My Commission Expires:

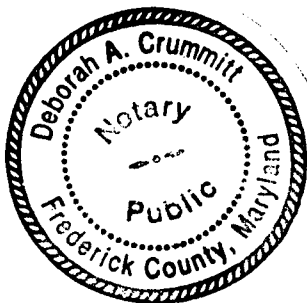
STATE OF ^{Maryland doc} ~~ALABAMA~~ :

COUNTY OF Frederick :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Shelley L. Hess, whose name as Assistant Vice President of **CitiMortgage**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this 25th day of March, ^{2010 doc} ~~2009~~.

Deborah A. Crummit
Notary Public
My Commission Expires: May 5, 2012



STATE OF NEW JERSEY :

COUNTY OF Ocean :

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

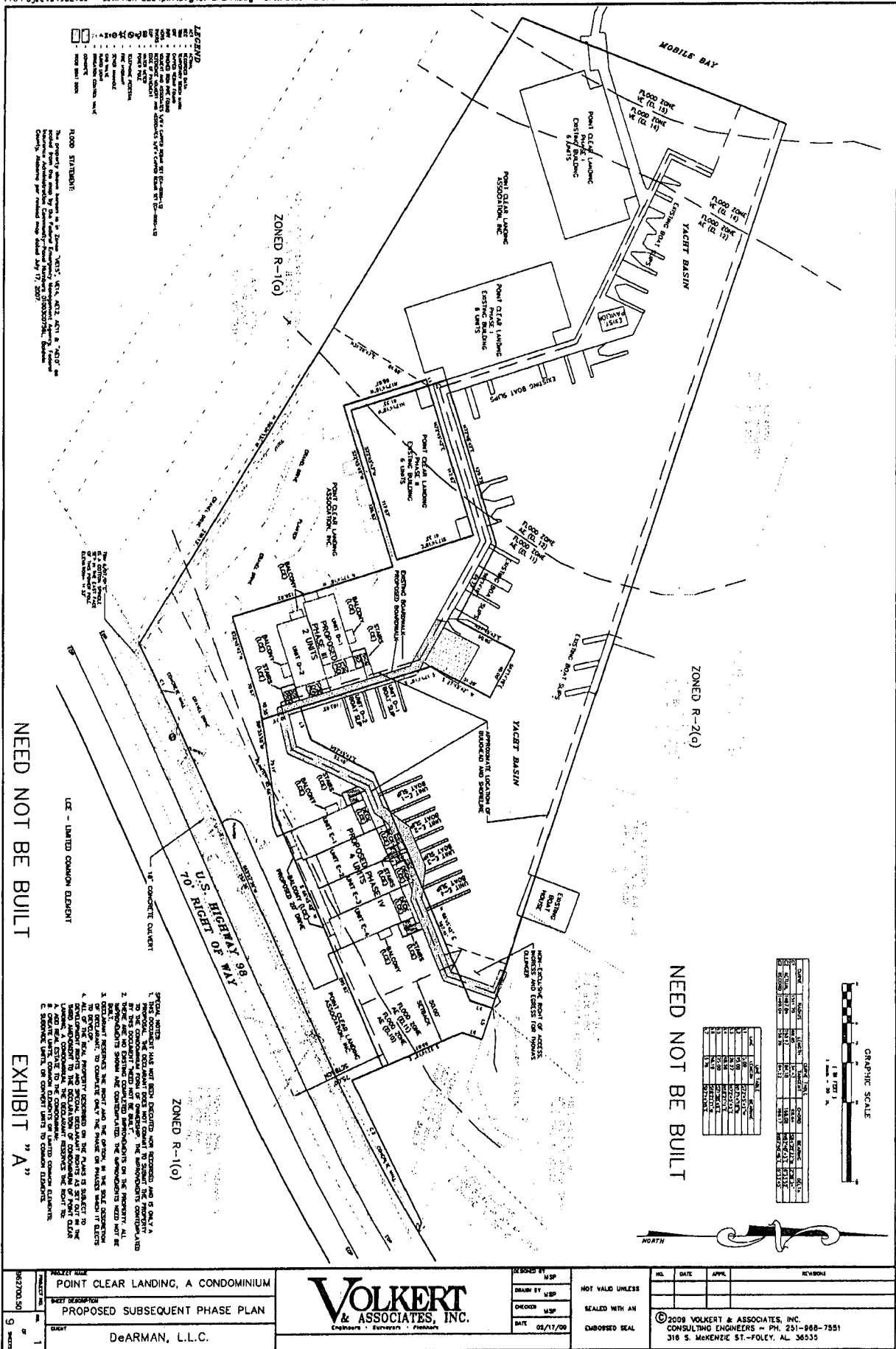
Given under my hand and seal this 26 day of May, ²⁰¹⁰~~2009~~.

Gail S. Ward
Notary Public
My Commission Expires:

GAIL S. WARD
Notary Public - New Jersey
My Commission Expires September 12, 2012

F:\WDDOCS\IHDOCS\3783\08400\AGREEM\00206759.DOC





NEED NOT BE BUILT

EXHIBIT A

PROJECT TITLE	POINT CLEAR LANDING, A CONDOMINIUM
SHEET DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLAN
DATE	DeARMAN, L.L.C.
NO.	9
REVISED	

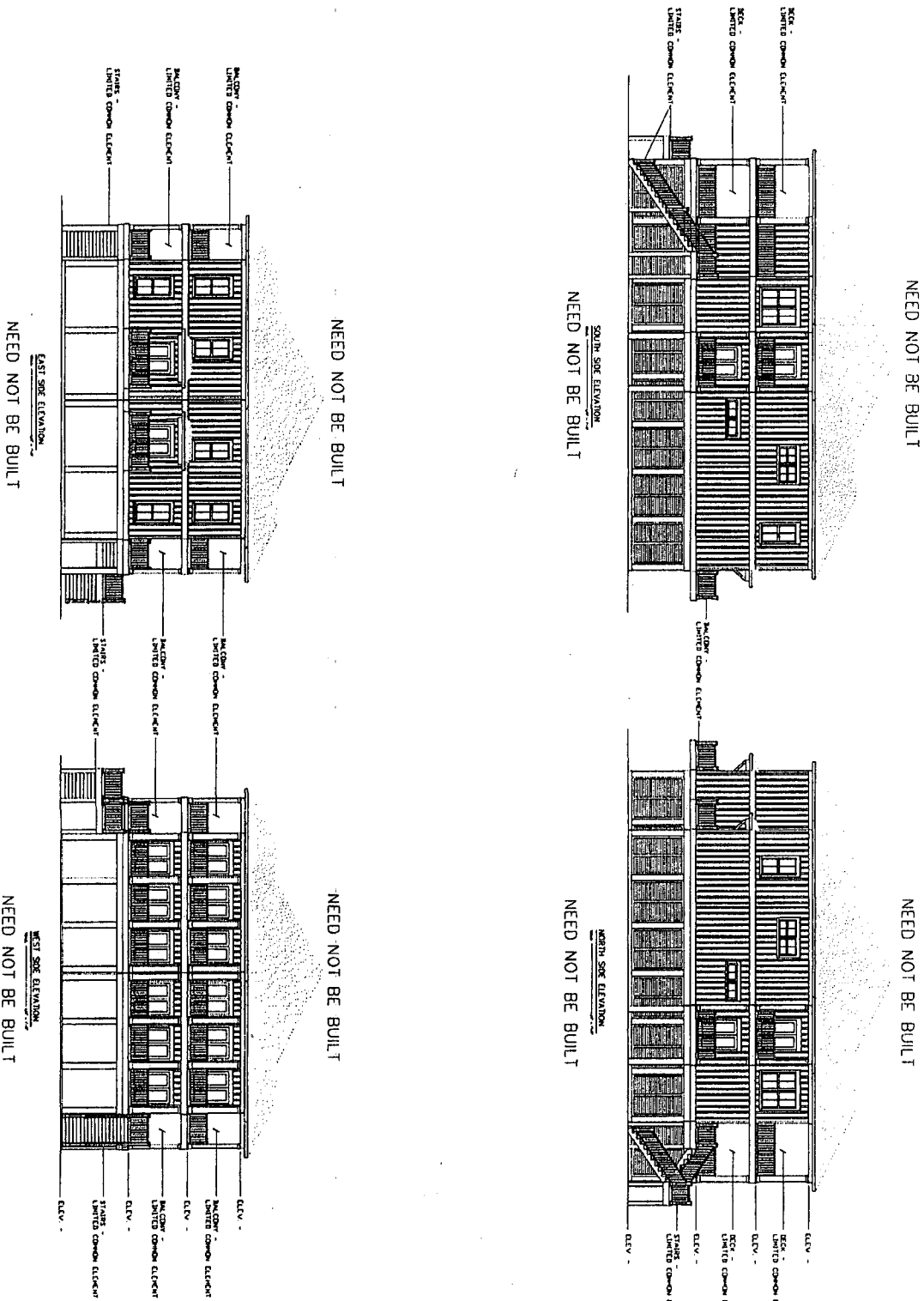
Volkert & Associates, Inc.
Engineers • Surveyors • Planners

DESIGNED BY	WSP
DRAWN BY	WSP
CHECKED BY	WSP
DATE	02/17/09

NO.	DATE	APPR.	REVISIONS

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 318 S. MCKENZIE ST.-FOLEY, AL. 36535

- LEGEND**
- Point Clear Landing Building
 - Point Clear Landing Existing Building
 - Point Clear Landing Proposed Building
 - Point Clear Landing Boat Slips
 - Point Clear Landing Parking
 - Point Clear Landing Utility
 - Point Clear Landing Right of Way
 - Point Clear Landing Flood Zone
 - Point Clear Landing Elevation
 - Point Clear Landing Contour
 - Point Clear Landing Spot Elevation
 - Point Clear Landing Survey Point
 - Point Clear Landing Survey Line
 - Point Clear Landing Survey Boundary
 - Point Clear Landing Survey Station
 - Point Clear Landing Survey Marker
 - Point Clear Landing Survey Monument
 - Point Clear Landing Survey Monument Description
 - Point Clear Landing Survey Monument Location
 - Point Clear Landing Survey Monument Elevation
 - Point Clear Landing Survey Monument Date
 - Point Clear Landing Survey Monument Material
 - Point Clear Landing Survey Monument Shape
 - Point Clear Landing Survey Monument Size
 - Point Clear Landing Survey Monument Orientation
 - Point Clear Landing Survey Monument Accuracy
 - Point Clear Landing Survey Monument Reliability
 - Point Clear Landing Survey Monument Usability
 - Point Clear Landing Survey Monument Availability
 - Point Clear Landing Survey Monument Accessibility
 - Point Clear Landing Survey Monument Visibility
 - Point Clear Landing Survey Monument Discoverability
 - Point Clear Landing Survey Monument Identifiability
 - Point Clear Landing Survey Monument Recordability
 - Point Clear Landing Survey Monument Durability
 - Point Clear Landing Survey Monument Transferability
 - Point Clear Landing Survey Monument Reliability
 - Point Clear Landing Survey Monument Usability
 - Point Clear Landing Survey Monument Availability
 - Point Clear Landing Survey Monument Accessibility
 - Point Clear Landing Survey Monument Visibility
 - Point Clear Landing Survey Monument Discoverability
 - Point Clear Landing Survey Monument Identifiability
 - Point Clear Landing Survey Monument Recordability
 - Point Clear Landing Survey Monument Durability
 - Point Clear Landing Survey Monument Transferability
- ROAD STATEMENT:**
 The property shown herein is a 20-acre tract, 100' x 400', 400' x 100', and 100' x 100' in area, located in the County of Baldwin, State of Alabama, and is bounded by the following:
 North: 10' concrete easement
 East: U.S. Highway 98
 South: 10' concrete easement
 West: 10' concrete easement
 The above tract is a portion of the Point Clear Landing Condominium, as shown on the attached plat.



ELEVATIONS - BLDG. D

EXHIBIT 'A'

DESIGNED BY: CANTHAM HOME PLANNING, INC.

PROJECT NO.	2
DATE	02/27/09
SCALE	9/16" = 1'-0"
CLIENT	DeARMAN, L.L.C.
PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
PROJECT DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS

Volkert & Associates, Inc.
 Engineers • Surveyors • Planners

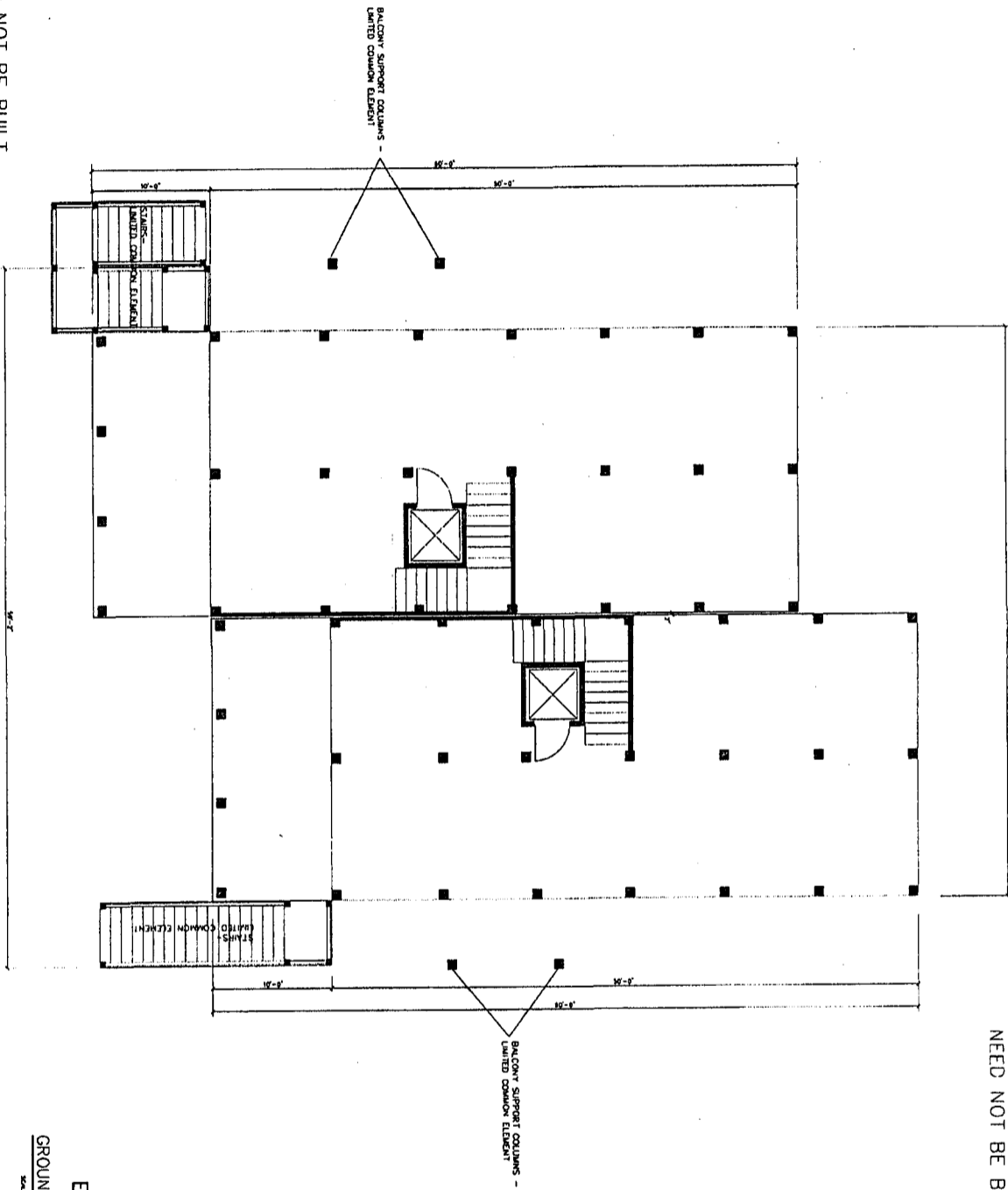
DESIGNED BY	MSP
DRAWN BY	MSP
CHECKED BY	MSP
DATE	02/17/09

NOT VALID UNLESS
 SEALED WITH AN
 EMBOSSED SEAL

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 CONSULTING ENGINEERS - PH. 251-888-7551
 318 S. MCKENZIE ST. - FOLEY, AL 36535

NO.	DATE	APP.	REVISIONS

NEED NOT BE BUILT



NEED NOT BE BUILT

EXHIBIT 'A'
GROUND FLOOR - BLDG. D

SCALE: 1/8" = 1'-0"
DESIGNED BY: CAUTHAM HOME PLANNING, INC.

PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
SHEET DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.



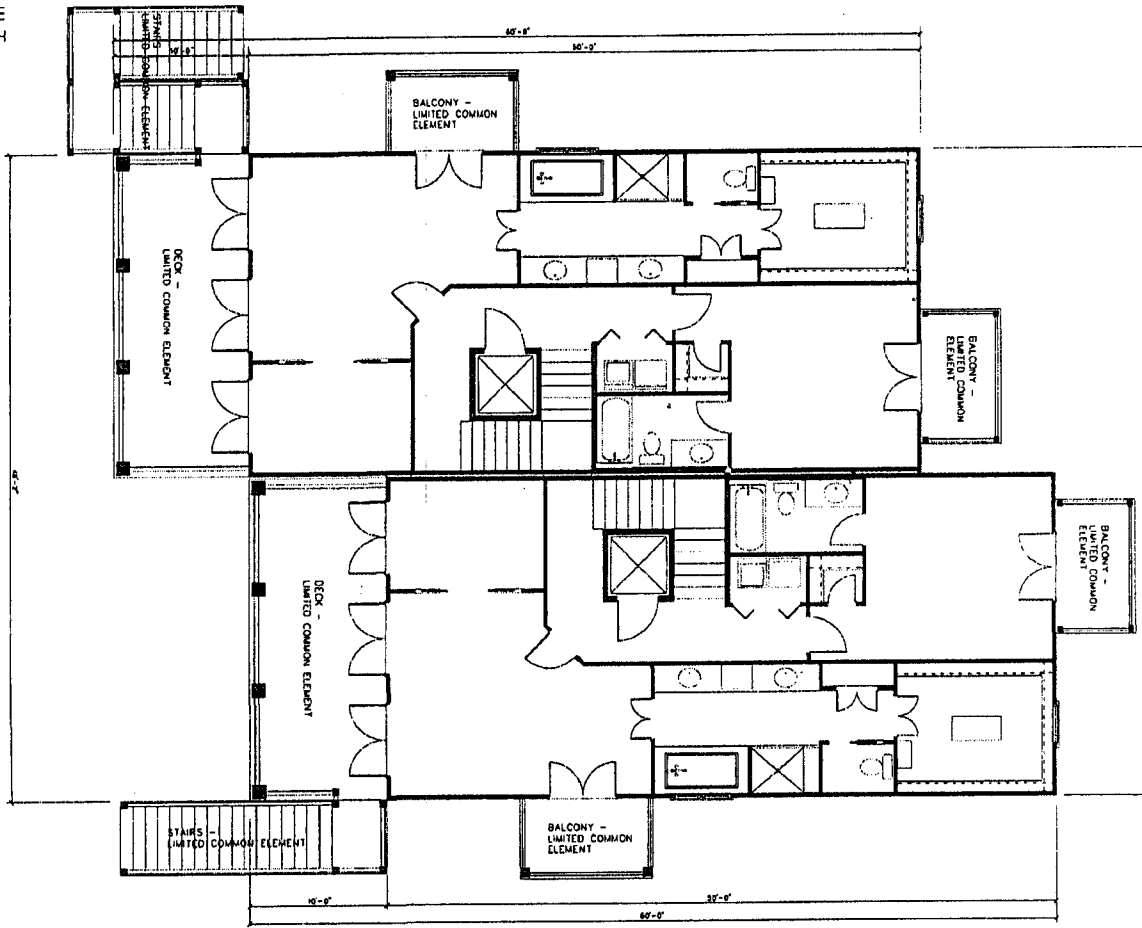
DESIGNED BY	LEP
DRAWN BY	LEP
CHECKED BY	LEP
DATE	02/17/09

NOT VALID UNLESS
SEALED WITH AN
EMBOSSED SEAL

NO.	DATE	APP.	REVISIONS

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NEED NOT BE BUILT



NEED NOT BE BUILT

EXHIBIT 'A'
SECOND FLOOR PLAN - BLDG. D

DESIGNED BY: CATHAL HOME PLANNING, INC.

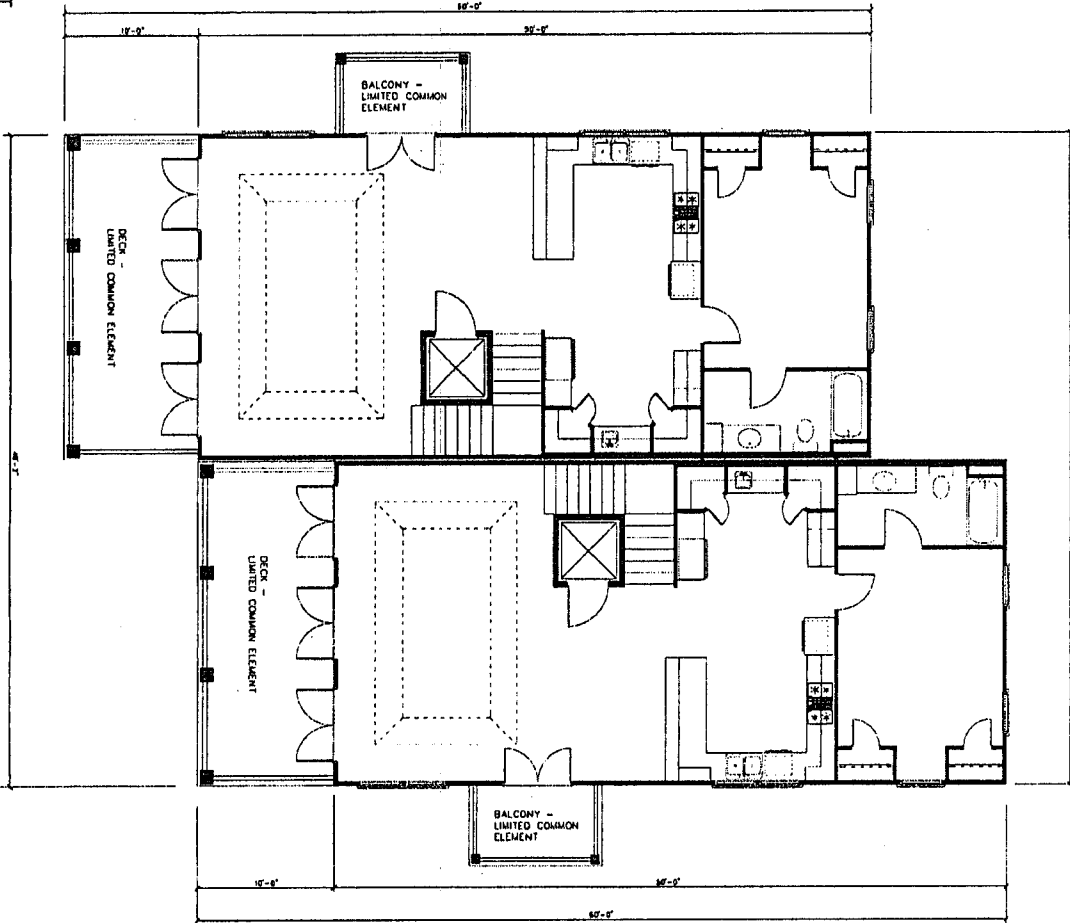
PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
KEY DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.
DATE	02/17/08

VOLKERT & ASSOCIATES, INC.
Engineers • Surveyors • Planners

DESIGNED BY	MSP	NOT VALID UNLESS
DRAWN BY	MSP	SEALED WITH AN
CHECKED BY	MSP	EMBOSSED SEAL
DATE	02/17/08	

NO.	DATE	APP.	REVISION
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NEED NOT BE BUILT



NEED NOT BE BUILT

THIRD FLOOR PLAN - BLDG. D
 EXHIBIT 'A'
 DESIGNED BY: CANTYNA HOME PLANNING, INC.
 SCALE: 1/8" = 1'-0"

PROJECT NO. 962700-03	PROJECT NAME POINT CLEAR LANDING, A CONDOMINIUM	 Engineers • Surveyors • Planners	DESIGNED BY MEP	NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL	NO.	DATE	APPN.	REVISION
	NEXT DESCRIPTION PROPOSED SUBSEQUENT PHASE PLANS		DRAWN BY MEP					
DATE 03/11/09	CLIENT DeARMAN, L.L.C.		CHECKED BY MEP					
			DATE 02/17/09		©2009 VOLKERT & ASSOCIATES, INC. CONSULTING ENGINEERS ~ PH. 251-968-7551 316 S. MCKENZIE ST. - FOLEY, AL. 36535			

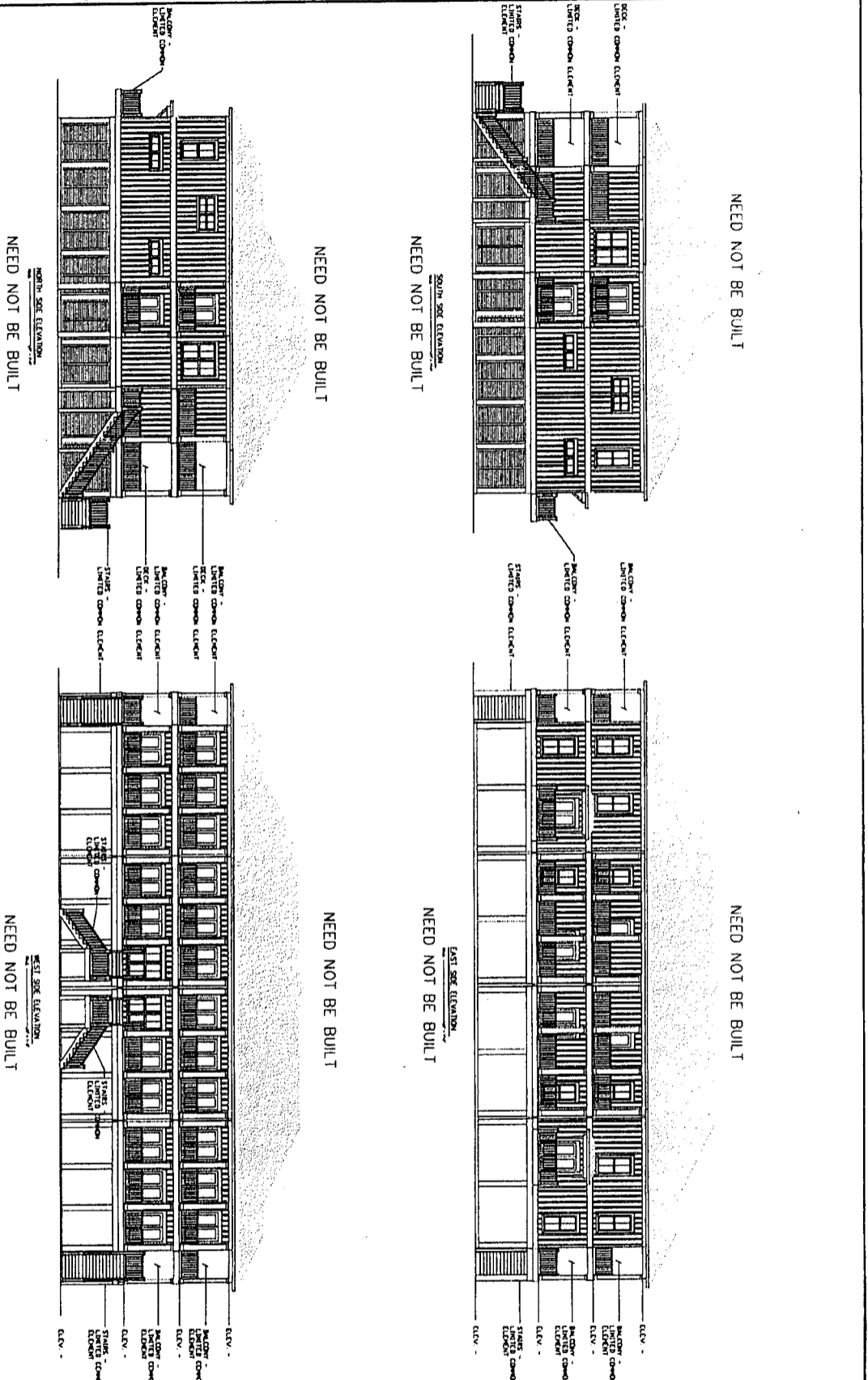


EXHIBIT 'A'
ELEVATIONS - BLDG. E

DESIGNED BY: CHATHAM HOKE PLANNERS, INC.

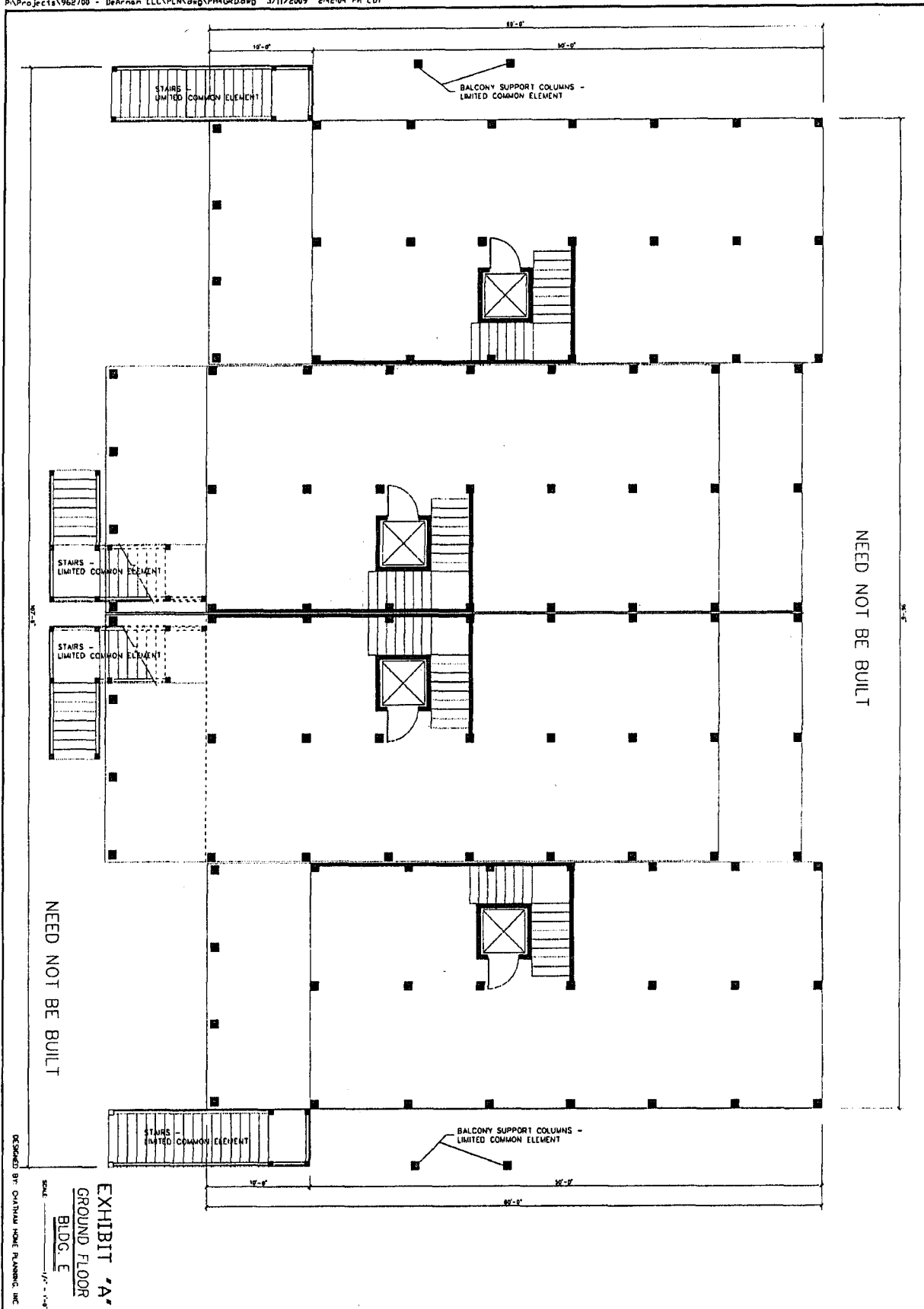
PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
BEST DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.
DATE	6
SCALE	9

Volkert & Associates, Inc.
Engineers • Surveyors • Planners

DESIGNED BY	LESP
DRAWN BY	LESP
CHECKED BY	LESP
DATE	02/17/04

NOT VALID UNLESS
SEALED WITH AN
EMBOSSED SEAL

NO.	DATE	APPR.	REVISION
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DESIGNED BY: CATHY MOORE PLANNING, INC.

EXHIBIT 'A'
GROUND FLOOR
BLDG. E

PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
SHEET DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.

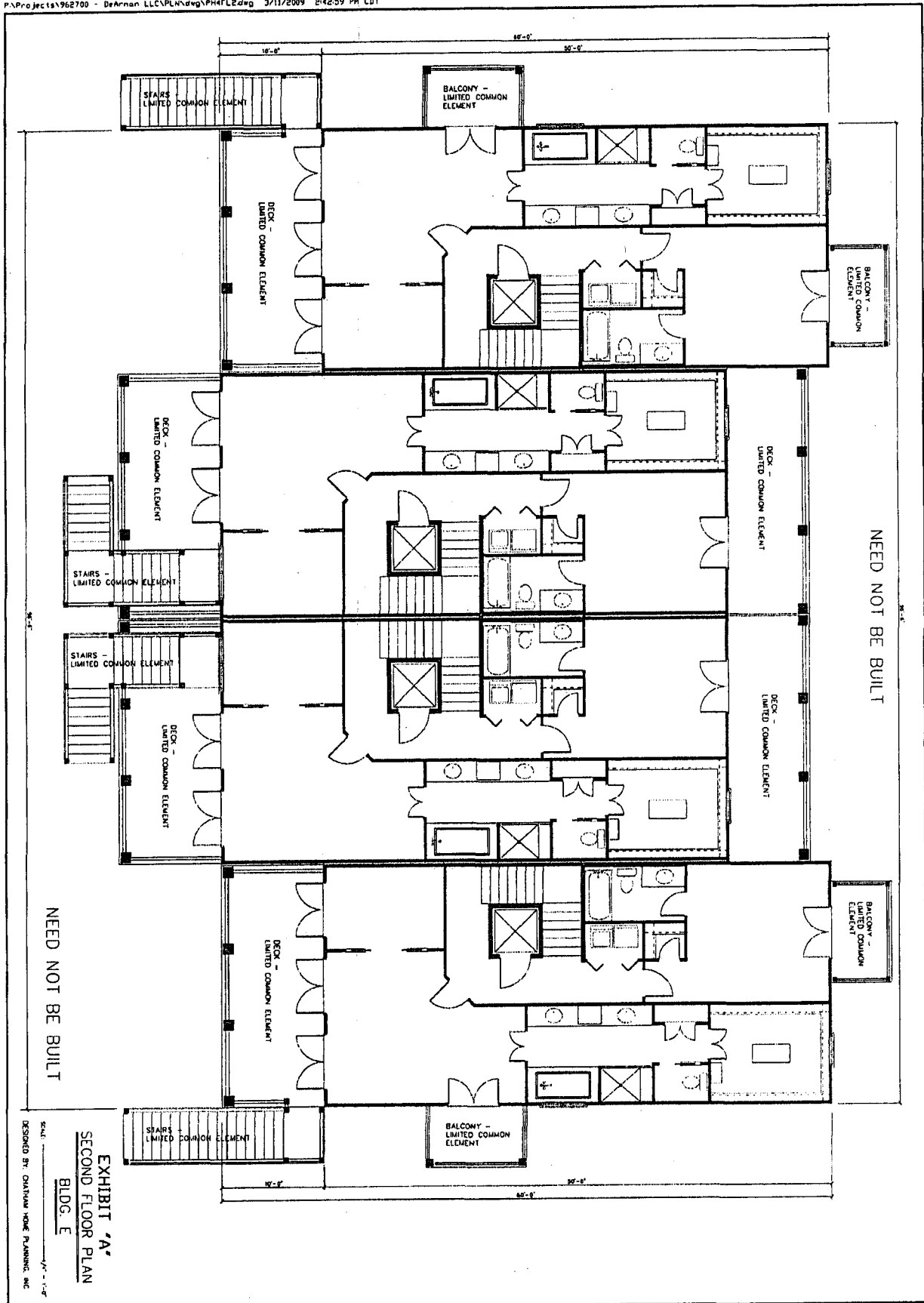
Volkert & Associates, Inc.
Engineers • Surveyors • Planners

DESIGNED BY	HSP	NOT VALID UNLESS SEALED WITH AN EMBOSSED SEAL
DRAWN BY	HSP	
CHECKED BY	HSP	
DATE	03/17/09	

NO.	DATE	APP.	REVISIONS

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CONSULTING ENGINEERS - PH. 251-888-7551
316 S. MCKENZIE ST.-FOLEY, AL. 36535

SCALE: 1/8" = 1'-0"
SHEET NO. 7
OF 9



NEED NOT BE BUILT

NEED NOT BE BUILT

EXHIBIT 'A'
SECOND FLOOR PLAN
BLDG. E

DESIGNED BY: CANTAM HOME PLANNING, INC.

PROJECT NAME	POINT CLEAR LANDING, A CONDOMINIUM
SHEET DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.

Volkert & Associates, Inc.
Engineers • Surveyors • Planners

DESIGNED BY	MSP	NOT VALID UNLESS
DRAWN BY	MSP	SEALED WITH AN
CHECKED BY	MSP	EMPLOYED SEAL
DATE	02/17/09	

NO.	DATE	APPROV.	REVISION

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318 S. MCKENZIE ST.-FOLEY, AL 36535

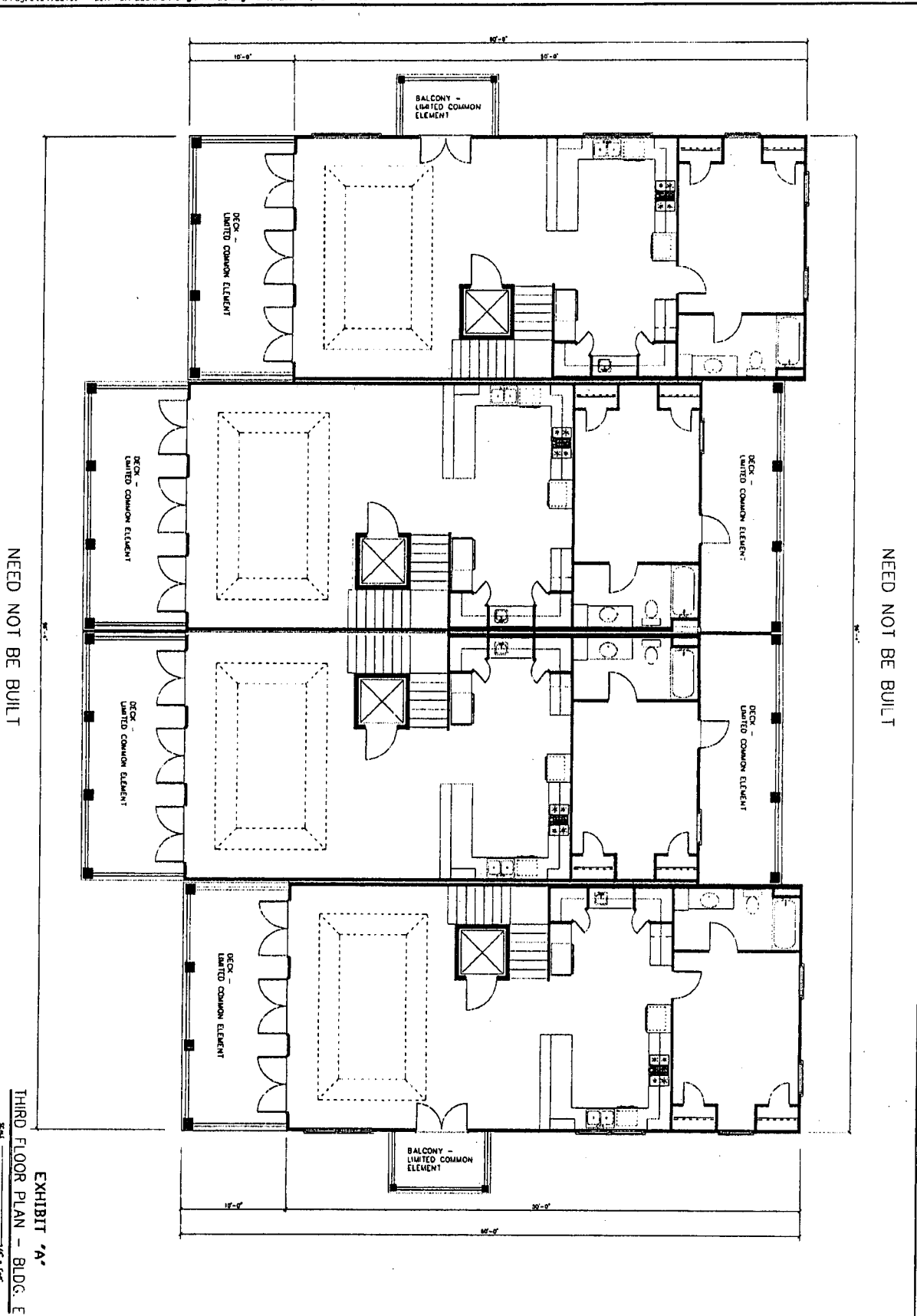


EXHIBIT 'A'
THIRD FLOOR PLAN - BLDG. E

DESIGNED BY: CHARLIE HOLE PLUMBING, INC.

PROJECT TITLE	POINT CLEAR LANDING, A CONDOMINIUM
SHEET DESCRIPTION	PROPOSED SUBSEQUENT PHASE PLANS
CLIENT	DeARMAN, L.L.C.
SCALE	1/8" = 1'-0"
DATE	02/17/09
NO.	9
TOTAL SHEETS	9

Volkert & Associates, Inc.
Engineers • Surveyors • Planners

DESIGNED BY	MP	NOT VALID UNLESS
DRAWN BY	MP	SEALED WITH AN
CHECKED BY	MP	EMBOSSED SEAL
DATE	02/17/09	

NO.	DATE	APPR.	REVISIONS

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CONSULTING ENGINEERS - PH. 751-968-7551
318 S. WICKENSIE ST.-FOLEY, AL. 36535

**AGREEMENT AND FOURTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF POINT CLEAR LANDING, A CONDOMINIUM**



This **Agreement and Fourth Amendment** (this "**Agreement**") is made effective on the **Effective Date** (as defined in this **Agreement**), by and among **DeArman, L.L.C.**, an **Alabama Limited Liability Company** and **Point Clear Landing Association, Inc.**, an **Alabama Non-Profit Corporation** (the "**Association**").

RECITALS:

A. **Point Clear Landing, Inc.** (the "**Developer**") did execute and deliver the **Declaration of Condominium of Point Clear Landing, a Condominium** dated **July 27, 1983**, and recorded **July 28, 1983**, in **Miscellaneous Book 45, Pages 1648 through 1690**. (Sometimes referred to herein as the "**Declaration**").

B. The **Articles of Incorporation of Point Clear Landing Association, Inc.** are dated **July 26, 1983** and recorded **July 28, 1983** in **Miscellaneous Book 45, Pages 1642 through 1647** (the "**Articles of Incorporation**").

C. The **By-laws of Point Clear Landing Association, Inc.** are not dated and are recorded **July 28, 1983** in **Miscellaneous Book 45, Pages 1681 through 1689** (the "**By-laws**") and amended by a **Certificate of Resolution** dated **July 3, 2001** and recorded **July 31, 2001** as **Instrument Number 609289, Pages 1 through 2**.

D. The **Developer** did execute and deliver an **Amendment to Declaration of Point Clear Landing, a Condominium and Exercise of Option** dated **July 10, 1984** and recorded **July 19, 1984** in **Miscellaneous Book 50, Pages 663 through 669** which added a portion of the **Phase II Property** identified in the **Declaration to Point Clear Landing, a Condominium** (the "**First Amendment**").

E. The **Association**, as **Grantor**, did grant to **Thomas P. Ollinger, Jr.** and **Mechell F. Ollinger**, and **Richard L. Upchurch** and **Providence Upchurch**, as **Grantees**, an **Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559430, Pages 1 through 11** (the "**Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction**").

F. The **Association**, as **Grantor**, did grant to **Frederick J. Miller** and **Angela J. Miller**, **Michael D. Fitzhugh** and **Earline V. Fitzhugh**, and **William C. Morgan** and **Margaret K. Morgan**, as **Grantees**, a **Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** dated **June 21, 2000** and recorded **August 22, 2000** as **Instrument Number 559433, Pages 1 through 12** (the "**Non-Exclusive Riparian Easement for Watercraft Ingress and Egress**").

G. The **Association** and all of the **Owners of Units in Point Clear Landing, a Condominium** did execute and deliver an **Agreement and Second Amendment to Declaration of Condominium of Point Clear Landing, a Condominium** dated **June 14, 2001** and recorded **September 4, 2002** as **Instrument Number 679419, Pages 1 through 21** (the "**Second Amendment**"), which authorized the conveyance of a portion of **Point Clear Landing, a Condominium** to **Thomas P. Ollinger, Jr.**, and a nonexclusive right of access, ingress and egress upon, over and across **Parcel 2** described in the **Second Amendment**.

H. A portion of the **Phase II Property** identified in the **Declaration** was not submitted to **Point Clear Landing, a Condominium** by the **First Amendment**.

I. The **Association, DeArman, L.L.C., Mortgagees** and all of the **Owners of Units in Point**

Clear Landing, a Condominium did execute and deliver an **Agreement and Third Amendment to Declaration of Condominium of Point Clear Landing, a Condominium** dated **June 23, 2009** and recorded **August 20, 2010** as **Instrument Number 1247148, Pages 1 through 87** (the **"Third Amendment"**).

J. The term **DeArman Property** as used in this **Agreement** is described as follows, to-wit:

Commence at the **West** right-of-way line of **U.S. Highway No. 98**, where it intersects the **Southeast** corner of **Lot 2** of **North Point Clear Subdivision** as recorded in **Map Book 1, Page 149** in the **Office of the Judge of Probate, Baldwin County, Alabama**; run thence **North 58 Degrees 31 Minutes 13 Seconds West** for **279.13 feet**; run thence **North 31 Degrees 28 Minutes 47 Seconds East** for **84.69 feet** to the **Point of Beginning**; run thence **North 17 Degrees 14 Minutes 18 Seconds West** for **15.00 feet**; run thence **North 72 Degrees 45 Minutes 42 Seconds East** for **129.73 feet**; run thence **South 62 Degrees 14 Minutes 18 Seconds East** for **64.73 feet**; run thence **North 27 Degrees 45 Minutes 42 Seconds East** for **50.00 feet**; run thence **South 62 Degrees 14 Minutes 18 Seconds East** for **40.00 feet**; run thence **South 27 Degrees 45 Minutes 42 Seconds West** for **51.28 feet**; run thence **South 17 Degrees 14 Minutes 18 Seconds East** for **103.92 feet**; run thence **North 72 Degrees 45 Minutes 42 Seconds East** for **26.27 feet**; run thence **North 27 Degrees 45 Minutes 42 Seconds East** for **53.46 feet**; run thence **North 66 Degrees 45 Minutes 42 Seconds East** for **187.41 feet**; run thence **North 18 Degrees 21 Minutes 11 Seconds East** for **18.26 feet**; run thence **South 71 Degrees 38 Minutes 49 Seconds East** for **25.00 feet**; run thence **South 18 Degrees 21 Minutes 11 Seconds West** for **16.19 feet**; run thence **South 23 Degrees 14 Minutes 18 Seconds East** for **65.67 feet**; run thence **South 66 Degrees 45 Minutes 42 Seconds West** for **205.83 feet**; run thence **South 81 Degrees 55 Minutes 10 Seconds West** for **85.66 feet**; run thence **South 72 Degrees 45 Minutes 42 Seconds West** for **70.67 feet**; run thence **North 17 Degrees 14 Minutes 18 Seconds West** for **126.83 feet**; run thence **South 72 Degrees 45 Minutes 42 Seconds West** for **126.83 feet**; run thence **North 17 Degrees 14 Minutes 18 Seconds West** for **65.67 feet**; run thence **North 72 Degrees 45 Minutes 42 Seconds East** for **5.00 feet** to the **Point of Beginning**.

LESS AND EXCEPT THE FOLLOWING:

Commence at the **West** right-of-way line of **U.S. Highway No. 98**, where it intersects the **Southeast** corner of **Lot 2** of **North Point Clear Subdivision** as recorded in **Map Book 1, Page 149** in the **Office of the Judge of Probate, Baldwin County, Alabama**; run thence **North 58 Degrees 31 Minutes 13 Seconds West** for **279.13 feet**; run thence **North 31 Degrees 28 Minutes 47 Seconds East** for **84.69 feet** to the **Point of Beginning**; run thence **North 72 Degrees 45 Minutes 42 Seconds East** for **117.67 feet**; run thence **South 17 Degrees 14 Minutes 18 Seconds East** for **61.33 feet**; run thence **South 72 Degrees 45 Minutes 42 Seconds West** for **117.67 feet**; run thence **North 17 Degrees 14 Minutes 18 Seconds West** for **61.33 feet** to the **Point of Beginning**.

LESS AND EXCEPT THE FOLLOWING:

Unit D1 and Unit D2, Point Clear Landing, a Condominium, Phase III, located in **Baldwin County, Alabama**, together with an undivided fractional interest in the **Common Elements** and appurtenant **Limited Common Elements**, if any, of **Point Clear Landing, a Condominium**, in accordance with the provisions of and subject to the **Agreement and Third Amendment and Incremental Certificate of Amendment**.

K. **DeArman, L.L.C.** desires to construct **four (4)** additional **Units** and related **Common Elements** and **Limited Common Elements** on the **DeArman Property** and to submit said **Units** and related

Common Elements and Limited Common Elements to Point Clear Landing, a Condominium, in one, two, three or four phases as **Phase IV, Phase V, Phase VI, and/or Phase VII** as more specifically provided in this **Agreement**.

L. The **Association and DeArman, L.L.C.** desire to further amend the **Condominium Documents** (as defined below) to allow the additional **Units** and related **Common Elements and Limited Common Elements** to be submitted to **Point Clear Landing, a Condominium**, as described in this **Agreement**.

The recording references in this **Agreement** are to the records of the **Office of the Judge of Probate of Baldwin County, Alabama**.

NOW, THEREFORE, the **Association and DeArman, L.L.C.** agree as follows:

Article I
Agreement and Amendment

Section 1.01. Amendment. The **Declaration** is amended as provided for in this **Agreement**. If there is any conflict or inconsistency by and among this **Agreement** and the **Condominium Documents** (as defined in this **Agreement**), this **Agreement**, as such conflict pertains to the **DeArman Property**, shall govern and control.

Section 1.02. Terms. The terms used in this **Agreement** shall have the same meaning as they are defined in the **Declaration** or in this **Agreement** unless the context clearly indicates a different meaning for the terms. When the context permits, use of the plural shall include the singular, use of the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 1.03. Multiple Agreements. The parties to this **Agreement** acknowledge that **Jessie Kaylor and Point Clear Landing Association, Inc.** entered into a **Settlement Agreement** dated **June 10, 2010** pertaining to **Circuit Court of Baldwin County, Alabama, Case Number CV-2007-900034.00** (the "**Settlement Agreement**"). The **Settlement Agreement** is incorporated into this **Agreement** as if fully set out. The **Settlement Agreement** and this **Agreement** shall be read together as one agreement. Any reference to the **Third Amendment to the Declaration of Condominium of Point Clear Landing, a Condominium** or **Third Amendment** made by the above-referenced **Settlement Agreement** shall hereinafter be deemed to be a reference to this **Agreement** and **Fourth Amendment to Declaration of Condominium of Point Clear Landing, a Condominium**. If there is any conflict between the provisions of the **Settlement Agreement** and this **Agreement**, this **Agreement** shall govern and control.

Section 1.04. Binding Effect. The **Association and DeArman, L.L.C.** declare that **Point Clear Landing, a Condominium** and any **Subsequent Phase** (as defined in this **Agreement**) that may be added to and subjected to **Point Clear Landing, a Condominium**, by **Incremental Certificate of Amendment** (as defined in this **Agreement**) is and shall be held, owned, transferred, sold, conveyed, given, purchased, hypothecated, encumbered, rented, leased, used, occupied, built upon, developed, improved, and otherwise used, improved and maintained, subject to this **Agreement** and shall run with the land and any **Unit** or **Common Element** and shall be binding upon and inure to the benefit of the **Association, Owners of Units in Point Clear Landing, a Condominium** and **DeArman, L.L.C.** and all parties having any right, title or interest in **Point Clear Landing, a Condominium**, their heirs, successors and assigns.

Article II
Definitions

The terms used in this **Agreement** shall have the same meanings stated in the **1991 Condominium Act** (as defined in this **Agreement**), and in the **Condominium Documents**, unless the context otherwise requires.

"Condominium Documents" shall mean and refer to the **Declaration, Articles of Incorporation, By-laws, First Amendment, Second Amendment, Third Amendment, Exclusive Easement for Pedestrian Ingress and Egress and Boat Slip Construction, Non-Exclusive Riparian Easement for Watercraft Ingress and Egress** (all as defined in this **Agreement**), this **Agreement** and any **Incremental Certificate of Amendment** (as defined in this **Agreement**), all **Rules and Regulations** adopted by the **Association** and all exhibits attached to the **Condominium Documents** as the same may be amended from time to time.

"DeArman Property" shall mean and refer to the **DeArman Property** described in **Paragraph J.** of the **Recitals** of this **Agreement**.

"Declaration" shall sometimes herein mean and refer to only the **Declaration**, and sometimes herein mean and refer to collectively the **Declaration, First Amendment, Second Amendment, and Third Amendment**.

"Developer" shall mean and refer to **Point Clear Landing, Inc.**

"Effective Date" shall mean and refer to the date on which the last of the **Association** and **DeArman, L.L.C.** have properly executed this **Agreement**.

"Incremental Certificate of Amendment" shall mean and refer to the **Incremental Certificate of Amendment** as described in **Section 3.02., Section 3.03., Section 3.04.** and elsewhere in this **Agreement**.

"Owners" shall mean and refer to the **Owners of Units in Point Clear Landing, a Condominium**.

"Subsequent Phase Plans" shall mean and refer to the **Subsequent Phase Plans** described in **Section 3.02., Section 3.04.**, and elsewhere in this **Agreement** which **Subsequent Phase Plans** shall depict and describe the construction of **Improvements** in the **Subsequent Phases** addressed in this **Agreement**.

"Subsequent Phase" shall mean and refer to the **Subsequent Phase(s)** described in **Section 3.02., Section 3.04.** and elsewhere in this **Agreement**.

Article III

Incremental Submission of the DeArman Property to Point Clear Landing, a Condominium

Section 3.01. Amendment to Permit the Submission of all or Part of the DeArman Property to Point Clear Landing, a Condominium. **DeArman, L.L.C.** expressly reserves the right, privilege and option with respect to all of the **DeArman Property** to exercise the **Development Rights** and **Special Declarant Rights** which are more fully described in this **Agreement** and the **1991 Condominium Act**. Neither the **Owners, Association** or **Mortgagees** shall take any action which interferes with the **Development Rights** or **Special Declarant Rights** reserved to **DeArman, L.L.C.** in this **Agreement** with the exception of those actions and rights of the **Association** and **Owners** provided under this **Agreement** or provided under the **1991 Condominium Act**.

Section 3.02. Subsequent Phase(s). **DeArman, L.L.C.** shall have the right, privilege and option, without the need for the consent or approval of the **Association, Owners** or **Mortgagees** to submit all or any part of the **DeArman Property to Point Clear Landing, a Condominium** to add a total of **four (4)** additional **Units** in one, two, three, or four separate or different phases or parcels as **Phase IV, Phase V, Phase VI** and/or **Phase VII** at different times by **Incremental Certificate of Amendment** to the **Declaration** and this

Agreement (the "**Subsequent Phase(s)**"). Such **Incremental Certificate of Amendment** shall describe the land, property and the **Units** so submitted as an additional phase to **Point Clear Landing, a Condominium** and shall have attached, where appropriate, exhibits and contain such other information concerning said amendment, land, property, **Units**, and **Improvements** constructed, or to be constructed, on said land and property as is required by the **1991 Condominium Act** and this **Agreement**. Said **Incremental Certificate of Amendment** shall have attached to it **Subsequent Phase Plans** and the **Certification** executed by an independent registered engineer or registered architect as required by the **1991 Condominium Act**. **DeArman, L.L.C.** may exercise the **Development Rights** and **Special Declarant Rights** described in this **Agreement** at different times, and from time to time, by the filing in the **Office of the Judge of Probate of Baldwin County, Alabama** of an **Incremental Certificate of Amendment** to the **Declaration** and this **Agreement**.

No assurances are made as to whether any **Subsequent Phase** will be added to **Point Clear Landing, a Condominium**. Given the need for governmental and regulatory body approval of the plan of development for each **Subsequent Phase** addressed in this **Agreement**, no absolute assurances are made with respect to the boundaries of any portions of any **Subsequent Phase** that might be added to **Point Clear Landing, a Condominium**, or the order in which any such portions may be so added. In the event **DeArman, L.L.C.** exercises this **Development Right** with respect to less than all of the **DeArman Property, DeArman, L.L.C.** shall be under no obligation to exercise this **Development Right** to those portions of the **DeArman Property** that are not so added to **Point Clear Landing, a Condominium**.

The **Association** and **DeArman, L.L.C.** intend, by the execution of this **Agreement**, to amend the **Declaration** to permit **DeArman, L.L.C.** to construct **four (4)** additional **Units** and related **Common Elements** and **Limited Common Elements** on the **DeArman Property** and to submit said **Units** and related **Common Elements** to **Point Clear Landing, a Condominium**, in one, two, three or four phases as **Phase IV, Phase V, Phase VI** and/or **Phase VII** as more specifically provided for in this **Agreement**. The exterior style of the **Units** will be similar to the style of the **Units** constructed in **Phase III** of **Point Clear Landing, a Condominium**, but said **Units** may be in one or more separate **Buildings** at the sole discretion of **DeArman, LLC**. **DeArman, LLC** shall have the right to construct a single **Building** containing one (1) **Unit**, a duplex **Building** containing **two (2)** **Units**, a triplex **Building** containing **three (3)** **Units** and/or a fourplex **Building** containing **four (4)** **Units**, or any combination thereof as the case may be in the **Subsequent Phase**.

Section 3.03. Effect of Incremental Certificate of Amendment. Once a **Subsequent Phase** has been submitted by **Incremental Certificate of Amendment** to the terms and provisions of the **Declaration** and this **Agreement**, said **Subsequent Phase** shall comprise a portion of **Point Clear Landing, a Condominium**, to be governed by and subject to all of the provisions of the **Declaration**, this **Agreement** and said **Incremental Certificate of Amendment**.

Section 3.04. General Description of Improvements and Units in Subsequent Phases. **Section 3.04.** of the **Third Amendment** is deleted in its entirety as it applies to any **Subsequent Phase** described in this **Agreement** and in substitution therefor, this **Section 3.04.** shall apply. The **Improvements** to be constructed on any **Subsequent Phase** which were depicted on **Exhibit "A"** of the **Third Amendment** are hereby deleted as those **Proposed Subsequent Phase Plans** (as defined in the **Third Amendment**) are amended by this **Agreement**. Any **Subsequent Phase**, if and when constructed and thereafter submitted to **Point Clear Landing, a Condominium**, as provided for in this **Agreement**, will each contain the **Units** and **Buildings** as described in **Section 3.02.** above. Any **Subsequent Phase** shall contain **Common Elements** such as automobile parking areas, lawn and landscaping, bulkheads, boat docks and other facilities as will be more particularly depicted on the **Subsequent Phase Plans**. Each **Unit** described in each **Incremental Certificate of Amendment** will contain a maximum of **three (3)** levels (stories), including **one (1)** ground level. The ground level (story) or first floor of the **Unit** may consist of an open area together with an elevator, if any, and stairway, or may be a climate controlled living space and other facilities that will be more particularly depicted on the **Subsequent Phase Plans** and described in each **Incremental Certificate of Amendment**. The next levels (stories) **two (2)** or **three (3)**, as the case may be, inclusively, will be constructed as climate

controlled living space. All levels of each **Building** described in each **Incremental Certificate of Amendment** will contain **Common Elements, Limited Common Elements** and common property and equipment. The specific "**As Built**" location of the **Improvements** on any **Subsequent Phase** shall be described in each **Incremental Certificate of Amendment**.

Section 3.05. Type of Units. There will be **one (1)** type of **Unit** in each **Subsequent Phase** of **Point Clear Landing, a Condominium**. Each **Unit** in each **Subsequent Phase** of **Point Clear Landing, a Condominium**, shall be a residential **Unit** as described in this **Agreement** and as depicted on the **Subsequent Phase Plans** attached to the **Incremental Certificate of Amendment**, when recorded.

Section 3.06. Maximum Number of Units. The maximum number of **Units** in all **Subsequent Phase(s)** which **DeArman, L.L.C.** reserves the right to create is **four (4) Units**.

Section 3.07. Amendment of Condominium Plan. **DeArman, L.L.C.** reserves the right to adjust the interior design of the **Units**. In addition, **DeArman, L.L.C.** reserves the right to adjust the location of the **Buildings** and **Improvements** to be constructed as described in this **Agreement**, including without limitation, the erection or removal of interior walls, fixtures, plumbing, electrical wiring, doors, flooring, heating and air conditioning, ventilation and ducts, to alter the boundaries between **Units** in any **Subsequent Phase** so long as **DeArman, L.L.C.**, or the affiliates or members of **DeArman, L.L.C.**, owns the **DeArman Property** or the **Units** in any **Subsequent Phase** so altered. Changes in the boundaries between **Units** in any **Subsequent Phase**, as provided in this **Agreement**, shall be reflected on the **Subsequent Phase Plans**. If **two (2)** adjoining **Units** in any **Subsequent Phase** are combined to make **one (1)** larger **Unit**, the **Assessments** of the **Association** and the ownership interest in the **Common Elements** attributable to the combined **Unit** shall remain as though there are **two (2)** separate **Units**. The **Subsequent Phase Plans** or an amendment to the **Subsequent Phase Plans** reflecting a change in the location of the **Buildings** or **Improvements** or the alteration of the boundaries of the **Units** in any **Subsequent Phase**, must be signed and acknowledged only by **DeArman, L.L.C.** and need not be signed or approved by the **Association, Owners** and **Mortgagees**, whether or not such approval may elsewhere be required in the **Declaration** or this **Agreement**.

Section 3.08. Square Footage of Units and Option to Increase Size of Units and Walls. The minimum square footage of the additional **Units** as provided for in this **Agreement** shall be approximately one thousand eight hundred (1,800) square feet of living area. **DeArman, L.L.C.** expressly reserves the right to increase the size of any **Unit** in any **Subsequent Phase** owned by **DeArman, L.L.C.** and to increase the height of any wall in any **Building** in any **Subsequent Phase** without the consent of the **Association** or any **Owner** or **Mortgagee**. Provided, however, anything else contained in this **Section 3.08**, to the contrary notwithstanding, **DeArman, L.L.C.** shall not increase the size of any **Unit** in any **Subsequent Phase** owned by **DeArman, L.L.C.** more than **twenty-five percent (25%)** without the approval of the **Board of Directors** of the **Association**, which approval shall not be unreasonably withheld.

Section 3.09. Use for Sales, Management Offices, Models and Signs. **DeArman, L.L.C.** may make use of the unsold **Units** in any **Subsequent Phase** and of the **Common Elements** and common areas and facilities in order to facilitate the completion and sale of the **Units** in any **Subsequent Phase**, including, but not limited to, showing of any **Unit** in any **Subsequent Phase**. At any one time **one (1) Unit** shall be subject to the statutory right concerning sales and management offices and models in **Units** and the **Common Elements** and the right to maintain signs in favor of **DeArman, L.L.C.** provided in **Ala. Code 1975, §35-8A-215**. **DeArman, L.L.C.** otherwise expressly reserves the right to use **one (1) Unit** owned by **DeArman, L.L.C.** as a model and for management offices and/or sales and leasing offices. **DeArman, L.L.C.** reserves the right to relocate the office and/or model from time to time within the **Subsequent Phase**. **DeArman, L.L.C.** further reserves the right to maintain on the **Common Elements** in any **Subsequent Phase** and within any **Unit** in any **Subsequent Phase** owned by **DeArman, L.L.C.**, advertising signs standard in size which may be located, from time to time: (i) along **Scenic Highway 98**; (ii) inside the entrance of **Point Clear Landing**, but only as is required to direct potential purchasers to the location of **Units** for sale; and (iii) on the **DeArman Property** facing the marina so as to "advertise" to boat traffic.

Section 3.10. Easements. Section 3.10. of the **Third Amendment** is incorporated in this **Agreement** as if fully set out but is amended to apply to the additional **Units** to be added to **Point Clear Landing, a Condominium by Incremental Certificate of Amendment** as provided for in this **Agreement**.

Section 3.11. Time Limit. Anything else contained in this **Agreement** to the contrary notwithstanding, any **Development Rights** or **Special Declarant Rights** granted to **DeArman, L.L.C.** pursuant to this **Agreement**, the **Declaration** or the **1991 Condominium Act** must be exercised by **DeArman, L.L.C.** on or before **twenty-five (25) years** from the date of the recording of this **Declaration** in the **Office of the Judge of Probate of Baldwin County, Alabama**. No assurance is made by **DeArman, L.L.C.** whether or not **DeArman, L.L.C.** will or will not exercise any **Development Rights** or **Special Declarant Rights** provided for in this **Declaration** or the **1991 Condominium Act**.

Article IV **Units in Each Subsequent Phase**

Except as provided below:

Article IV of the **Third Amendment** shall apply to the **Units** in any **Subsequent Phase** as described in this **Agreement**. Provided, however, the additional **Units** provided for in this **Agreement** may or may not contain an elevator.

Article V **Common Elements and Limited Common Elements**

Section 5.01. Boat Slip. Section 5.04.A.2. of the **Third Amendment** is amended as provided in this **Agreement** pertaining to the **Boat Slips** in connection with any **Units** in a **Subsequent Phase** as described in this **Agreement**. **DeArman, L.L.C.** is authorized and empowered to construct and build new, or repair existing, docks, piers and mooring piles on or adjacent to the **DeArman Property** or within the **Yacht Basin** as will be more particularly depicted on the **Subsequent Phase Plans**. The **Boat Slips** to be constructed by **DeArman, L.L.C.** shall be open, meaning that there will be no walls or roof constructed as part of said **Boat Slip**. Any **Boat Slip(s)** in each **Subsequent Phase** shall be identified on the **Subsequent Phase Plans** and shall be a **Limited Common Element** appurtenant to those **Units** to which they attach and whose use is restricted to the **Unit** to which they are appurtenant. If constructed in connection with the development of the **Units** as described in this **Agreement**, **DeArman, L.L.C.** may include **one (1) Boat Slip** as a **Limited Common Element** attached to each **Unit** added to **Point Clear Landing, a Condominium** as provided for in this **Agreement**. Only the **Boat Slips** described in this **Agreement** shall constitute a **Limited Common Element** and all other parts of the docks, piers and moorings not included within the definition of **Boat Slip** below shall constitute a **Common Element**.

Any **Boat Slip (Limited Common Element)** in each **Subsequent Phase** shall consist of the space located within the area shown on the **Subsequent Phase Plans** and generally described as follows. The vertical boundaries of the **Boat Slip (Limited Common Element)** shall typically consist of the interior face of the docks, piers and the mooring piles assigned to the **Boat Slip (Limited Common Element)** and falling within the **Boat Slip (Limited Common Element)** and if no surface (no docks, piers or mooring piles), the vertical extended plane of the perimeter of said surface. There will be no specific upper boundaries for the **Boat Slip (Limited Common Element)**. The vertical or upper boundaries shall extend upward to a height that would accommodate and include the **Vessel** moored in the **Boat Slip (Limited Common Element)** from time to time. The lower boundary of the **Boat Slip (Limited Common Element)** shall extend beneath the surface of the water enough to accommodate and include the keel of the **Vessel** moored in the **Boat Slip (Limited Common Element)** from time to time to (but not including) the bottom of the waters falling within the **Yacht Basin**. **DeArman, L.L.C.** may elect to supply plumbing and an electric power center located within the **Common Elements** adjacent to the **Boat Slip (Limited Common Element)**. If said plumbing or an electric

power center is so located, each such plumbing and electric power center shall be for the exclusive use of the **Unit Owner** to which said **Boat Slip (Limited Common Element)** is assigned as a **Limited Common Element** and shall be individually metered to said **Owner**.

The **Owner** of the **Unit** in each **Subsequent Phase** shall have the nonexclusive right to use the waters within the **Boat Slip (Limited Common Element)** described in this **Agreement** as well as the water immediately adjacent to each **Boat Slip (Limited Common Element)** extending to within **one (1) foot** of the mooring pile or boundary line between **Vessels** as shown on the **Subsequent Phase Plans** recorded with the **Incremental Certificate of Amendment** for the purpose of mooring a **Vessel**. The rights of an **Owner** to use the **Boat Slip (Limited Common Element)** or the waterways within said **Boat Slip (Limited Common Element)** is a **Limited Common Element**.

The maintenance, repair, upkeep and replacement of the **Boat Slip (Limited Common Element)** and plumbing or electric power center as described above shall be the exclusive responsibility of the **Owner** of the **Unit** to which that **Boat Slip (Limited Common Element)** shall be appurtenant.

The **Incremental Certificate of Amendment** shall assign the **Boat Slip (Limited Common Element)** to the **Unit** constructed as described in this **Agreement**.

Section 5.02. Common Expenses. **Section 5.06.** of the **Third Amendment** is amended to apply to the **Limited Common Expenses** described therein as they apply to any patio, balcony, terrace, porch or steps or stoops, if any and **Boat Slip(s) (Limited Common Element)** as described in this **Agreement**.

Article VI Miscellaneous Provisions

Section 6.01. Intent and Governing Law. The **Declaration** submitted **Point Clear Landing, a Condominium** to the condominium form of ownership in the manner provided in the **1973 Condominium Act**. It is the intention of the parties that this **Agreement** grants to **DeArman, L.L.C.** certain rights, powers and privileges including the **Development Rights** and **Special Declarant Rights** described in this **Agreement** and in the **1991 Condominium Act**, therefore, all correlative obligations, liabilities and restrictions contained in the **1991 Condominium Act** shall apply to **DeArman, L.L.C.** However, except as to the foregoing, the **1973 Condominium Act** shall control. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this **Agreement** such dispute or litigation shall be governed by the laws of the **State of Alabama**.

Section 6.02. Rights and Powers of Successors and Assignees. The rights and powers reserved to or exercisable by any party to this **Agreement** may be exercised by any successor or assignee of any party to this **Agreement**.

Section 6.03. Invalidity and Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this **Agreement** and any exhibits attached to this **Agreement**, as the same may be amended from time to time, or the invalidity in whole or in part of the application of any such covenant, restriction, paragraph, subparagraph, sentence, clause, phrase, word or other provision shall not affect the remaining portion.

Section 6.04. Captions. The captions used in this **Agreement** are inserted solely as a matter of convenience and reference and shall not be relied on and/or used in construing the effect or meaning of any of the text of this **Agreement**.

Section 6.05. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by any party to this **Agreement**, the prevailing party shall be entitled to recover the costs of the proceedings

and such reasonable attorney's fees as may be awarded by the court.

Section 6.06. Interpretation. The provisions of this **Agreement** shall be literally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project in accordance with **Alabama** law. Failure to enforce any provision of this **Agreement** shall not constitute a waiver of the right to enforce said provision or any other provision of this **Agreement**.


Section 6.07. Authority. This **Agreement** has been executed by each of the undersigned with full authority. Each of the undersigned have full legal authority, right and power to execute, deliver and perform each of their obligations under this **Agreement**.

Section 6.08. Entire Agreement. This **Agreement** constitutes the entire agreement between the parties pertaining to the subject matter contained in this **Agreement** and fully supersedes all prior agreements and understandings and negotiations are merged in this **Agreement** and this **Agreement** constitutes the only evidence necessary to prove the agreements between the parties.

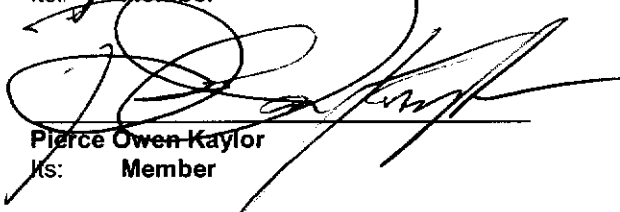
Section 6.09. Counterparts. This **Agreement** may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this **Agreement**.

IN WITNESS WHEREOF, DeArman, L.L.C. and the Association have each caused this **Agreement** to be executed on the date set opposite their signatures.

DeArman, L.L.C., an Alabama Limited Liability Company

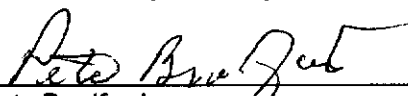
By: 
Jessie A. Kaylor
Its: Member

Signed by **Jessie A. Kaylor**
on the 5th day of October, 2014.

By: 
Pierce Owen Kaylor
Its: Member

Signed by **Pierce Owen Kaylor**
on the 20th day of Oct, 2014.

Point Clear Landing Association, Inc., an Alabama Non-profit Corporation

By: 
Pete Bradford
Its: President and Board Member

Signed by **Pete Bradford**
on the ___ day of _____, 2014.

By: 
Robert Ray, III
Its: Secretary and Board Member

Signed by **Robert Ray, III**
on the 23 day of Sept, 2014.

By: Bruce Downey, III
Bruce Downey, III
Its: Board Member

Signed by **Bruce Downey, III**
on the ___ day of _____, 2014.

By: Nancy Gaskin
Nancy Gaskin
Its: Board Member

Signed by **Nancy Gaskin**
on the ___ day of _____, 2014.

By: Carol Pittman
Carol Pittman
Its: Board Member

Signed by **Carol Pittman**
on the 23 day of September, 2014.

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Jessie A. Kaylor**, whose name as **Member of DeArman, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 15th day of October, 2014.

M. Susan Adams
Notary Public
My Commission Expires: 11-09-2015

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Pierce Owen Kaylor**, whose name as **Member of DeArman, L.L.C., an Alabama Limited Liability Company**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Company**.

Given under my hand and seal this 20th day of October, 2014.

M. Susan Adams
Notary Public
My Commission Expires: 11-09-2015

STATE OF ALABAMA :

COUNTY OF Jefferson :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Pete Bradford**, whose name as **President and Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **President and Board Member** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 10th day of October, 2014.

Pete Parrish
Notary Public
My Commission Expires: 3/28/15

STATE OF ALABAMA :

COUNTY OF Barbour :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Robert Ray, III**, whose name as **Secretary and Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Secretary and Board Member** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 23rd day of September, 2014.

Robert Ray, III
Notary Public
My Commission Expires:

STATE OF Alabama :

COUNTY OF Montgomery :

My Commission Expires May 11, 2016

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Bruce Downey, III**, whose name as **Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such **Board Member** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 6 day of October, 2014.

Bruce Downey, III
Notary Public
My Commission Expires: 4/19/15

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Nancy Gaskin**, whose name as **Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such **Board Member** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 18th day of September, 2014.

Patsy Parrish
Notary Public
My Commission Expires: 3/28/15

STATE OF ALABAMA :
COUNTY OF BAULDIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Carol Pittman**, whose name as **Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation** is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such **Board Member** and with full authority, executed the same voluntarily for and as the act of said **Corporation**.

Given under my hand and seal this 23rd day of SEPTEMBER, 2014.

[Signature]
Notary Public
My Commission Expires:

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My Commission Expires May 11, 2016

**FIFTH AMENDMENT
TO DECLARATION OF CONDOMINIUM
OF POINT CLEAR LANDING, A CONDOMINIUM**



This Fifth Amendment (this "Amendment") is made as of the ___ day of ____, 2015, by Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation (the "Association"), for itself, and its successors, grantees and assigns.

RECITALS:

Whereas, Point Clear Landing, Inc. (the "Developer") did execute and deliver the Declaration of Condominium of Point Clear Landing, a Condominium dated July 27, 1983, and recorded July 28, 1983, in Miscellaneous Book 45, Pages 1648 through 1690 (referred to herein as the "Declaration").

Whereas, the Declaration has previously been amended on four occasions and duly recorded.

Whereas, the Association desires to further amend the Declaration pursuant to Section 26.2 therein.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Recitals and Definitions. The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this Amendment, unless otherwise expressly defined herein, shall have the meanings given them in the Declaration, unless the context shall otherwise clearly require.

2. Section 16.2 (a) Types of Coverage. Casualty. Section 16.2(a) shall be amended by the addition of the following: "(iv) the insurance maintained hereunder shall include loss or damage to the units, to the extent reasonably available, but need not include improvements and betterments installed by unit owners."

3. Section 16.2(e) Types of Coverage. Insurable Interest. Section 16.2(e) shall be added in its entirety as follows: "Insurable Interest. Notwithstanding any of the foregoing, for insurance purposes "The Insurable Interest" of the Association in the condominium property shall be (i) all of the roofs, interior and exterior walls, floors, or ceilings, whether designated as a unit boundary or not, including all fixtures, installations or additions initially installed or replacements in kind thereof (but not including any wall and ceiling coverings, draperies, curtains, window treatments of any kind, decorative wall hangings and carpeting), (ii) any air conditioning facility located outside the unit's boundaries which is considered to be part of a unit, (iii) all Common Elements and (iv) all wiring, conduits, pipes, valves, ducts, vents and other apparatus for the delivery of utilities to the condominium property. Notwithstanding the foregoing, if a loss results from damage to an element or elements of the condominium property which are part of a unit, and if the amount of the damage is less than the deductible amount of the casualty insurance maintained by the Association in accordance with the provisions of this paragraph, then such loss shall be borne by (i) the Owner or Owners of the unit or units so damaged if the damaged condominium property consists entirely of an element or elements which are part of a unit, or (ii) the Association and the Owner or Owners of the unit or units so damaged, on a pro rata replacement cost of damage basis, if the damaged condominium property consists of both Common Elements and an element or elements which are part of a unit."

4. Ratification. The Declaration, as heretofore and hereby amended, is hereby ratified and confirmed. Developer represents that it has not transferred control of the Association.

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed on the date set forth above.

Point Clear Landing Association, Inc., an

Alabama Non-profit Corporation

By: Pete Bradford
Pete Bradford
Its: President and Board Member
Signed by Pete Bradford
on the 10 day of April, 2015.

By: Robert Ray, III
Robert Ray, III
Its: Secretary and Board Member
Signed by Robert Ray, III
on the 3 day of April, 2015.

By: Bruce Downey, III
Bruce Downey, III
Its: Board Member
Signed by Bruce Downey, III
on the 8 day of April, 2015.

By: Nancy Gaskin
Nancy Gaskin
Its: Board Member
Signed by Nancy Gaskin
on the 10 day of April, 2015.

By: Robert Ray
Robert Ray
Its: Board Member
Signed by Robert Ray
on the 11 day of April, 2015.

By: Carol Pittman
Carol Pittman
Its: Board Member
Signed by Carol Pittman
on the 10 day of APRIL, 2015.



State of Alabama County of Baldwin
Subscribed and sworn before me on 4/2/15
(Date)
Mia Richey
(Notary Signature)

STATE OF ALABAMA :
COUNTY OF :

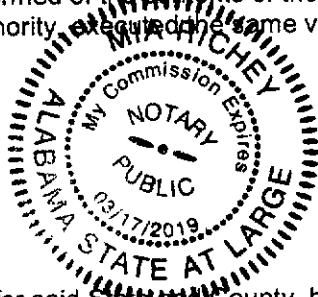
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Pete Bradford, whose name as President and Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such officer President and Board Member and with full authority, executed the same voluntarily for and as the act

of said Corporation.
Given under my hand and seal this day of , 2015.
Notary Public Fatey Parrish
My Commission Expires: 3/28/19

STATE OF Alabama :
COUNTY OF : Baldwin

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Robert Ray, III, whose name as Secretary and Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such Secretary and Board Member and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this day of , 2015.
Notary Public MEP
My Commission Expires: 03/17/2019



STATE OF Alabama :
COUNTY OF : Montgomery

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Bruce Downey, III, whose name as Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such Board Member and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this day of , 2015.
Notary Public Deanne Bailey
My Commission Expires: 4/19/19

STATE OF Alabama :
COUNTY OF : Baldwin

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Nancy Gaskin, whose name as Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that she, as such Board Member and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this day of , 2015.
Notary Public Paul Gaskin
My Commission Expires: 10/1/18

STATE OF Alabama :
COUNTY OF : Baldwin

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Robert Ray, whose name as Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, that he, as such Board Member and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this day of , 2015.
Notary Public Paul Gaskin
My Commission Expires: 10-1-18

STATE OF Ala :
COUNTY OF : Baldwin

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Carol Pittman, whose name as Board Member of Point Clear Landing Association, Inc., an Alabama Non-Profit Corporation is signed to the foregoing instrument and who is known to me, acknowledged before me on

this day that, being informed of the contents of the instrument, that she, as such Board Member and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this day of , 2015.

Notary Public *[Signature]*

My Commission Expires: *12-12-15*